

**KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023**

2 UNITED STATES DISTRICT COURT
3 FOR THE SOUTHERN DISTRICT OF NEW YORK
4 -----X

5 KITCHEN WINNERS NY INC.,

6 Plaintiff,

7 -against-

Index No.:
22-cv-05276

8 ROCK FINTEK LLC,

9 Defendant,

10 -----X

11 ROCK FINTEK LLC,

12 Couterclaim and Third-
13 PartyPlaintiff,

14 -against-

15 KITCHEN WINNERS NY INC.,

16 Counterclaim Defendant,

17 and

18 ADORAMA INC., HERSHEY WEINER, JOSEPH
19 MENDLOWITS, JNS CAPITAL HOLDINGS LLC
and JOEL STERN,

20 Third-Party Defendants.

21 -----X

22 Remote EBT

23

24 October 26, 2023
25 10:19 A.M.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 2

2 EXAMINATION BEFORE TRIAL of JOSEPH MENDLOWITS,
3 s/h/a JOSEPH MENDLOWITS, a Third-Party Defendant
4 herein, taken by the attorneys for the respective
5 parties, pursuant to Notice, held remotely, before
6 Melissa Leonetti, RPR, a Notary Public of the State
7 of New York.

8

9

- - - -

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 3

2 A P P E A R A N C E S:

3

4 LIPSIUS-BENHAIM LAW, LLP

Attorneys for Kitchen Winners NY, Inc.,
5 Adorama and Joseph Mendlowits
80-02 Kew Gardens Road, Suite 1030

6 Kew Gardens, New York 11415

7 BY: ALEXANDER SPERBER, ESQ.
asperber@lipsiuslaw.com

8

9 POLLACK SOLOMON DUFFY, LLP

Attorneys for Rock Fintek, LLC
10 31 St. James Avenue, Suite 940
Boston, Massachusetts 02116

11

BY: PHILLIP RAKHUNOV, ESQ.
12 prakhunov@psdfirm.com
13 LAUREN RIDDLE
lriddle@psdfirm.com

14

15 LAW OFFICE OF AVRAM E. FRISCH, LLC

Attorneys for Joel Stern and JNS Holdings
16 1 University Plaza, Suite 412
Hackensack, New Jersey

17

BY: AVRAM E. FRISCH, ESQ.
18 frischa@avifrischlaw.com

19

20

21

22 ALSO PRESENT:

23 BRADLEY GILLING

24 HERSHEY WEINER

25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 4

2 F E D E R A L S T I P U L A T I O N S

3

4 IT IS HEREBY STIPULATED AND AGREED, by and
5 between the parties hereto, through their
6 respective Counsel, that the certification,
7 sealing and filing of the within examination will
8 be and the same are hereby waived;

9 IT IS FURTHER STIPULATED AND AGREED that all
10 objections, except as to the form of the question,
11 will be reserved to the time of the trial;

12 IT IS FURTHER STIPULATED AND AGREED that the
13 within examination may be signed before any Notary
14 Public with the same force and effect as though
15 signed and sworn to before this Court.

16

17

18

19

20

21

22

23

24

25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 5

2 I N D E X

3

4 EXAMINATION OF BY PAGE

5 J. Mendlowits P. Rakhunov 7-144

6 A. Sperber 144-147

7 A. Frisch 148

8

9 E X H I B I T S

10

11 ADORAMA DESCRIPTION PAGE

12 Exhibit 1 Notice 22

13 Exhibit 2 Screenshot 44

14 Exhibit 3 NYS printout 49

15 Exhibit 4 Letter 66

16 Exhibit 5 Agreement 74

17 Exhibit 6 Agreement 85

18 Exhibit 7 SPA 93

19 Exhibit 8 Email 109

20 Exhibit 9 Email 113

21 Exhibit 10 Email 121

22 Exhibit 11 Email 123

23 Exhibit 12 Email 126

24 Exhibit 13 Email 129

25 Exhibit 14 Email 132

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 6

2	Exhibit 15	Email	137
3	Exhibit 16	Email	139
4	Exhibit 17	Email	140
5			
6		R E Q U E S T S	
7	DESCRIPTION		PAGE
8	Contracts		43
9	Agreement		84
10	Messages with Mendel Banon		93
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 7

2 J O S E P H M E N D L O W I T S, after having
3 first been duly affirmed by a Notary Public of the
4 State of New York, was examined and testified as
5 follows:

6 EXAMINATION BY

7 PHILLIP RAKHUNOV, ESQ.:

8 Q. Good morning, Mr. Mendlowits. My name is
9 Phillip Rakhunov. I represent Rock Fintek, the
10 plaintiff in this case.

11 Have you ever had your deposition taken
12 before?

13 A. Yes.

14 Q. Okay.

15 How many times?

16 A. One time.

17 Q. When was that one time?

18 A. Only a couple of months ago.

19 Q. Okay.

20 And what case was that in connection
21 with?

22 A. That was the Silverwing case.

23 Q. Tell me your understanding of what the
24 Silverwing case is about.

25 A. The Silverwing case is -- my

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 8

2 understanding is that it's a case about a breach of
3 contract.

4 Q. Are you a party to that case?

5 A. Yeah.

6 MR. SPERBER: When you say "you," who
7 are you referring to?

8 MR. RAKHUNOV: I'll clear that up.

9 Q. Are you personally, in your individual
10 capacity, a party to that case?

11 A. I don't think so, no.

12 Q. Okay.

13 Is Adorama, Inc., a party to that case?

14 A. Yes.

15 Q. And in what capacity were you testifying
16 in the Silverwing case?

17 A. On behalf of Adorama.

18 Q. You were its designated corporate
19 representative?

20 A. Yes, for that case.

21 Q. And you understand you're appearing today
22 individually and as a corporate representative of
23 Adorama, correct?

24 A. Yes.

25 Q. Now, I've seen your name in emails and

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 9

2 some other records spelled with a Z rather than an S
3 at the end.

4 Are you aware of that happening from
5 time to time?

6 A. Yeah. That can happen. I guess when I
7 create a document, then I will make sure it's
8 spelled correctly. But sometimes when others are
9 involved --

10 Q. What is your email address at Adorama?

11 A. Josephm.

12 Q. So if your name comes up with a Z but
13 with a josephm@adorama email address, is it fair to
14 say that that is you and not someone else whose name
15 is spelled with a Z at the end?

16 A. I guess if -- if it's at Adorama, then it
17 will be my email address, correct.

18 Q. Okay.

19 So other than providing testimony in
20 the Silverwing case, have you ever testified in
21 court?

22 A. No.

23 Q. Okay.

24 Have you ever testified or given under
25 oath statements in any government investigation

2 relating to personal protective equipment?

3 A. Other than the one prior mentioned?

4 Q. Correct.

5 A. I don't think so, no.

6 Q. Okay.

7 So I think the court reporter did a
8 great job giving you instructions so I won't
9 repeat them.

10 Are there any reasons such as
11 medications that you might be taking or anything
12 else whatsoever that could prevent you from
13 testifying truthfully and competently today?

14 A. No.

15 Q. And you understand that you're under
16 oath, which is the same oath that you would be under
17 if you were testifying before a court?

18 A. Yes.

19 Q. Did you do anything to prepare for
20 today's deposition?

21 A. No.

22 Q. Okay.

23 You didn't review any documents?

24 A. I mean, I was seeing all the documents
25 like the back and forth since this case started. I

2 mean, I think Alex has shared with me most of them.

3 MR. SPERBER: I'm going to direct

4 Mr. Mendlowits not to discuss any

5 conversations you have had with counsel,

6 specifically in preparation for today's

7 deposition that you were reviewing documents.

8 A. No.

9 Q. Okay.

10 I'm not looking for any discussions

11 between you and your attorney.

12 Did you speak with anyone other than

13 your attorney about your anticipated testimony,

14 whether it was directly in preparation for today's

15 deposition or otherwise? Other than your

16 attorney.

17 A. No.

18 Q. Have you ever discussed this case with

19 Hershey Weiner, also known as Joseph Weiner?

20 A. Yes. I mean, we were jointly sitting

21 with Alex and talking about the case.

22 Q. When was this?

23 A. It was probably a couple of times during

24 the last couple of months. Since -- I don't recall

25 the exact dates.

2 Q. Okay.

3 But you recall having two meetings with
4 Hershey Weiner and Alex together?

5 MR. SPERBER: Objection to the form.

6 Q. You can still answer.

7 A. I'm sorry. Do you mind repeating the
8 question.

9 Q. You said you sat together with Hershey
10 and Alex and talked about the case a couple of times
11 during the last couple of months, if I heard your
12 testimony correctly. Is that right?

13 A. Is the question if -- if that happened
14 within the last couple of months?

15 Q. Do you recall discussing this case with
16 Mr. Weiner?

17 A. Yes.

18 Q. Okay.
19 In the last couple of months? Is that
20 correct?

21 A. Yes.

22 Q. Okay.

23 What do you recall about the substance
24 of what you discussed with Mr. Weiner about this
25 case?

2 MR. SPERBER: To the extent that
3 counsel was involved in those discussions,
4 those discussions are privileged.

5 I'm going to direct the witness not to
6 respond, not to discuss the contents of those
7 discussions.

8 Q. Let me ask a different question.

9 Have you discussed this case with
10 Mr. Weiner outside of the presence of Attorney
11 Sperber?

12 A. I for sure have called him like to see
13 what's going on, what's happening. But I don't
14 recall the extent like of the context of the
15 conversation, exact details, if that's what you're
16 looking for.

17 Q. How often do you speak with Mr. Weiner
18 without counsel present?

19 A. We mostly do the calls jointly like
20 together with counsel, but I won't be able to give
21 you like an accurate breakdown on that.

22 Q. Okay.

23 Are you currently doing any business
24 with Mr. Weiner?

25 A. No.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 14

2 Q. Do you know who Joel Stern is?

3 A. I know of him. I've heard from him out
4 of this case.

5 Q. Okay.

6 Outside of this litigation, do you know
7 who Joel Stern is?

8 A. I do not.

9 Q. Have you ever spoken with Joel Stern?

10 A. He called me after the lawsuit. That was
11 the first time I spoke to him.

12 Q. When? Do you remember when he called
13 you?

14 A. Yeah. It was probably at the time the
15 lawsuit was filed.

16 Q. Who was on that call?

17 A. It was just me and him and -- and that
18 was the only time that he called me, and I told him
19 like for any future conversations, I would like to
20 have together with my counsel.

21 Q. Do you know how he got your number?

22 A. I do not.

23 Q. Did he call you on your cell phone?

24 A. That's correct.

25 Q. What is your cell phone number?

2 A. 917-387-6506.

3 Q. And what did Mr. Stern say to you during
4 that call and what did you say to him?

5 A. I don't recall exactly, but it was like
6 -- it was in the context of if he can -- like if I
7 could help him out like figuring out what attorney
8 he should take. More about that. And he was -- you
9 know, that's basically it. That was basically the
10 context of it. I don't remember the details.

11 Q. Was he -- did you refer an attorney to
12 him?

13 A. I did not. I sent him to Alex, maybe
14 speak to Alex. But that was basically -- I wasn't
15 able to refer an attorney to him, no.

16 Q. Do you recall Mr. Stern saying anything
17 to you about the plaintiff, Rock Fintek, on that
18 phone call?

19 A. In the context of?

20 Q. During that phone call.

21 A. No. I don't recall.

22 Q. Okay.

23 Do you recall Mr. Stern saying anything
24 to you during that phone call about the substance
25 of the allegations in the lawsuit?

2 A. No. I don't recall.

3 Q. Have you had any discussions of -- and
4 just to bring this to the end. So other than that
5 one discussion, that phone call you just referenced,
6 have you had any conversations with Joel Stern with
7 counsel present?

8 A. No.

9 Q. Okay.
10 Have you ever discussed this case with
11 Attorney Avi Frisch, Mr. Stern's lawyer?

12 A. No.

13 Q. Do you know who Mendel Banon is?

14 A. I've heard his name, yeah.

15 Q. Well, do you know him outside of having
16 heard his name?

17 A. On a personal level?

18 Q. Yes.

19 A. I don't know him on a personal level, no.

20 Q. You have never met him?

21 A. Never met him, no.

22 Q. Have you ever spoken with him?

23 A. I might have been on a call together --
24 together with -- together with Hershey where he got
25 connected, he was on that call. That's the only

2 engagement I probably had with him, together with
3 him.

4 Q. When you say on a call together, are you
5 referring to during this litigation or prior to this
6 litigation in the context --

7 A. No. Way prior to this litigation.

8 Q. Okay.

9 And was that a call about selling
10 gloves to Rock Fintek?

11 A. I don't recall. It was for sure about
12 gloves or PPE equipment, but I don't recall
13 reference to -- to what it was.

14 Q. Okay.

15 And when you just referenced -- do you
16 recall any other conversations with Mr. Banon
17 other than this one call?

18 MR. RAKHUNOV: Strike that.

19 Q. When did you speak with Mr. Banon? Can
20 you estimate to the best of your ability.

21 A. I would say for sure prior to 2022.

22 Q. Can you do any better --

23 A. That's --

24 Q. And would that conversation have taken
25 place on your cell phone that you just gave us a few

2 minutes ago?

3 A. I'm thinking where I was. I'm not sure
4 it was my business phone or my business extension or
5 my home phone for that matter. I'm trying to think
6 where it was -- where I was. It could have been --
7 potentially been on my cell phone. I'm not sure.

8 Q. What other telephones --

9 MR. RAKHUNOV: Strike that.

10 Q. Do you use your cell phone for business
11 in general?

12 A. In general, yeah. Probably to some
13 extent.

14 Q. Is this cell phone number that you gave
15 me the same cell phone number you had in 2020 and
16 2021?

17 A. Yes.

18 Q. What other telephone numbers do you use
19 for business?

20 A. I would use the Adorama official line.
21 That's about it.

22 Q. When you say "Adorama official line,"
23 what are you referring to?

24 A. Like our internal phone system.

25 Q. And where are those phones? Are you

2 talking about at the store in New York or do you
3 have separate offices that you're referring to?

4 A. In the offices above the store.

5 Q. Okay.

6 So your testimony is that you have
7 never discussed this case, the litigation, with
8 Mr. Banon?

9 A. That's correct.

10 Q. Do you know who Mr. Banon worked for in
11 connection with personal protective equipment sales
12 in 2020 and 2021?

13 A. Was the question for whom he works?

14 Q. Yes.

15 A. I'm not sure. Like my understanding is
16 that he's self-employed, he works for himself. He's
17 more like a broker. That was my understanding.

18 Q. Have you ever seen a contract that
19 includes Mr. Banon in relation to MedCare glove
20 sales?

21 A. I have not.

22 Q. Can you describe briefly your educational
23 background, Mr. Mendlowits, since high school.

24 A. Mostly religious studies. I don't have
25 like an official secular education above high

2 school.

3 Q. Where did you attend religious studies?

4 A. Nitra, N-I-T-R-A.

5 Q. In New York, right?

6 A. Yes.

7 Q. How are you currently employed?

8 A. What do you mean how?

9 Q. Are you employed right now?

10 A. Yes.

11 Q. What is your job?

12 A. I'm a director at Adorama.

13 Q. Director of what? Is there a more
14 specific title?

15 A. Not really. It's like -- it's a director
16 of multiple -- multiple departments through Adorama.

17 Q. When you say director, is that -- are you
18 a member of the board of directors of Adorama?

19 A. Yes.

20 Q. Okay.

21 Have you ever seen yourself referred to
22 as a director of private brands and new business
23 development?

24 A. Yes. That might have been my -- so I
25 worked for Adorama like for the last roughly 15

2 years. And probably throughout my career I was in
3 private label and business development, and I
4 haven't updated my LinkedIn profile for a while.

5 Q. So you anticipated my next question,
6 which was how long you have worked at Adorama.

7 You're saying it's 15 years?

8 A. Roughly.

9 Q. Prior to working at Adorama, did you work
10 anywhere else or did you start there right after you
11 completed your religious studies?

12 A. That was my first job.

13 Q. Okay.

14 Have you ever held employment with any
15 entity other than Adorama, Inc.?

16 A. As an employee, no.

17 Q. So what about in other capacities other
18 than an employee?

19 A. I mean, I have like -- I have other
20 entities where I'm involved in, different kind of
21 businesses, for example, real assets but nothing
22 operational.

23 Q. Nothing what? I'm sorry?

24 A. Nothing operational. Not in a business.
25 It would be like in a real estate. Stuff like that.

2 Q. What other entities are you involved in
3 that have had any relation to sales or purchase of
4 personal protective equipment?

5 A. None.

6 Q. All right.

7 I want to show you an exhibit.

8 Hopefully you're able to --

9 MR. RAKHUNOV: Alex, is Mr. Mendlowits
10 able to go into the exhibit portal?

11 MR. SPERBER: He should. Let me go
12 over there.

13 MR. RAKHUNOV: We're going to look at
14 Exhibit 1 right now.

15 (Whereupon, a Notice was marked as
16 Adorama Exhibit 1 for identification, as of
17 this date.)

18 MR. SPERBER: It just says present an
19 exhibit to him.

20 MR. RAKHUNOV: I'm sorry?

21 MR. SPERBER: It just says present an
22 exhibit to him. I don't see the portal.

23 MR. RAKHUNOV: So I'm not sure what you
24 --

25 We can go off the record.

2 (Whereupon, a discussion was held off
3 the record.)

4 Q. Mr. Mendlowits, do you see an exhibit
5 that's been marked as Adorama -- should be marked
6 Adorama 1 in front of you?

7 A. Yes, I do.

8 Q. Have you ever seen this document before?

9 A. Seems like a lawsuit.

10 Q. Do you see the heading that says Notice
11 of Deposition of Adorama, Inc., Fed.Civ.P.30(b)(6)?

12 Do you see that?

13 A. Yeah.

14 Q. Do you recognize this document? And you
15 should be able to scroll through it yourself without
16 me doing it, I hope, if the system works.

17 A. I'm reading it.

18 Are you asking if I recognize it?

19 Q. Well, that's the first question. And
20 then I want to direct your attention to -- page 1,
21 2, 3 -- page 4 in the middle where it says Topics,
22 and then it goes over to page 5.

23 So the first question is: Do you
24 recognize this document? And once you answer
25 that, I'll direct your attention to pages 4 and 5.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 24

2 A. Yes.

3 Q. You recognize it?

4 A. I've probably seen it, like if I remember
5 exactly. I probably have saw it.

6 Q. Do you understand this document to be
7 requesting that you be prepared to testify regarding
8 the topics on pages 4 and 5 on behalf of Adorama?

9 A. Yes.

10 Q. Okay.

11 So directing your attention to topics 1
12 through 22 on pages 4 and 5 of this document, what
13 did you do to prepare as a corporate
14 representative of Adorama to testify on these
15 topics today?

16 A. I mean, I worked through -- I was working
17 with Alex and he kind of walked me like what I need
18 to search for and where I need to locate it and what
19 I kind of need to produce.

20 MR. SPERBER: I'm going to direct
21 Mr. Mendlowits not to discuss conversations
22 with counsel. I meant to say that he may
23 have had conversations with counsel.

24 Q. This is one of those areas where I think
25 if you looked at the case law -- you know, I'm

2 certainly not interested in your conversations with
3 counsel regarding legal advice, but I am entitled to
4 explore what you did as a corporate representative
5 to testify as to various topics.

6 If information was given to you by
7 counsel, you can tell me that, and I think I'm
8 entitled to know what information was sort of
9 provided to you through counsel to prepare you for
10 your testimony. But I'm not sure if we're there
11 yet, though, so let me back up and break this down
12 to avoid any unnecessary issues.

13 So what I thought I heard you say a
14 moment ago is that you were referring to discovery
15 efforts and documents that you needed to produce
16 in this litigation. Right?

17 A. That's correct.

18 Q. Okay.

19 So I'm not asking about that right now.
20 I may get to that later.

21 What I'm asking is specifically in
22 connection with the 22 topics set forth in this
23 notice, what did you do to prepare for today's
24 testimony regarding these topics? If anything.

25 A. I guess reviewing the documents with my

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 26

2 attorney. I reviewed the details with my attorney.

3 Q. Okay.

4 So you testified a little earlier this
5 morning that you did nothing to prepare for
6 today's deposition.

7 Are you changing that testimony?

8 A. I probably didn't understand the question
9 clearly. Yeah, of course I had conversations with
10 my attorney and going through what we need to
11 produce, what information I should be searching for.

12 Q. Okay.

13 Again, I think we're speaking past each
14 other a little bit. My question is not about what
15 you did in discovery in this case. My question is
16 what you did to prepare for today's deposition as
17 Adorama's corporate representative.

18 If you're changing your testimony and
19 you're saying that you did review things and so
20 forth to prepare for today's deposition, that's
21 fine. We'll explore that. But I want to make
22 sure we understand each other.

23 A. Yes. In that sense, I did prepare. Of
24 course I thought about it and I kind of reviewed all
25 the exchange of documents.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 27

2 Q. Okay.

3 When did you do that?

4 A. Like I guess for the last couple of
5 weeks.

6 Q. And I don't want you to guess. I want
7 you to give me the best recollection.

8 When did you review documents to
9 prepare for today's deposition?

10 A. Well, if you want dates, I can't give you
11 like exact dates. My best answer I can give you is
12 the last couple of weeks.

13 Q. And what documents did you review to
14 testify as a corporate representative today?

15 A. I don't recall the specific documents.
16 It was a whole bunch of them. It was whatever was
17 shown to me by Alex. I was spending a lot of time
18 trying to review like what was what and making sense
19 of a lot of the things, different documents.

20 Q. How many documents did you review?

21 A. I can't give you a specific amount.

22 Q. Was it more than five?

23 A. Sure. And more than 50 as well.

24 Q. More than 50. Okay.

25 Was it more than 100?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 28

2 A. It was probably more than 100.

3 Q. How much time did you spend reviewing
4 documents in preparation for your deposition today?

5 A. Probably a couple of hours.

6 Q. Okay.

7 And is this document that's marked as
8 Exhibit 1 one of the documents that you reviewed
9 in preparation for today's deposition?

10 A. It is, yes.

11 Q. And you're prepared to testify regarding
12 each of the topics on pages 4 and 5 on this Exhibit
13 1?

14 A. Yes.

15 Q. Okay. All right. Let's see what happens
16 when I close the exhibit.

17 A. I lost my view.

18 Q. Okay. That is fine.

19 So you work for a company names
20 Adorama, Inc., correct?

21 A. Yes.

22 Q. And what does Adorama, Inc., do?

23 A. Adorama's a mostly nowadays an e-commerce
24 company, a specialty retailer in the photography and
25 video space.

2 Q. What other types of products does Adorama
3 sell?

4 A. Like I guess a good way to categorize it
5 would be like electronics.

6 Q. And it's fair to say that Adorama sells
7 other products other than electronics, correct?

8 A. The photo, photography, video, lighting,
9 audio, music.

10 Q. Let me back up is a second.

11 As a director at Adorama, what are your
12 day-to-day job responsibilities?

13 A. Focused a lot around operations.

14 Q. What does that mean?

15 A. That means anything operational.
16 Logistics pieces. The -- mostly logistic.

17 Q. What kind of logistics? I'm just trying
18 to be a little more specific. Are you talking about
19 shipping? Procurement? What logistics?

20 A. It's like the inbound, the outbound, and
21 the warehouse operations.

22 Q. Okay.

23 And what do you do in connection with
24 those logistics?

25 A. I oversee it.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 30

2 Q. Okay.

3 Who do you report to?

4 A. I report to the owner of the company.

5 Q. Who is the owner?

6 A. It would be my father, Eugene Mendlowits.

7 Q. What is your father's title at Adorama?

8 A. Owner.

9 Q. Does he have an official title other than
10 owner? President? CEO? Anything like that?

11 A. No. It's probably -- he doesn't -- I
12 don't think he has an official title.

13 Q. Okay.

14 In 2020 and 2021, what was your title
15 at Adorama?

16 A. The same what it's now.

17 Q. And as far as your job responsibilities,
18 were they any different in 2020 and 2021 than they
19 are now?

20 A. Not really. Roughly around the same
21 thing.

22 Q. You mentioned earlier that you're a board
23 director at Adorama. Who else sits on the Adorama
24 board of directors?

25 A. It's basically -- it's basically me and

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 31

2 my father.

3 Q. Okay.

4 There are no other board members?

5 A. Board members as in board? No.

6 Q. What are you distinguishing as in board
7 from?

8 A. Someone who is like privy to the
9 financials.

10 Q. Okay.

11 So are you referring to like officers
12 or folks in the accounting department? You say
13 somebody who is privy to the financials. What are
14 you referring to?

15 A. Like to -- the bottom line, operational
16 costs. That kind of side of things.

17 Q. Okay.

18 So who are the individuals who would be
19 privy to that information?

20 A. That would be me and my father and some
21 folks in accounting.

22 Q. Does Adorama hold board meetings?

23 A. Official board -- yeah. I mean, we do
24 have meetings, right.

25 Q. How often?

2 A. Once a month.

3 Q. And are there minutes kept at those
4 meetings?

5 A. No.

6 Q. Are there -- does Adorama keep formal
7 books and records as a corporation?

8 A. Yes.

9 Q. Okay.

10 Does it file annual reports with the
11 State of New York?

12 A. Like taxes?

13 Q. No. Like annual corporate filings.

14 A. Corporate filings? That would be like
15 related to taxes or are you referring to something
16 else? Let me tell you this. Maybe this will answer
17 your question. We do everything what is required in
18 the State of New York in terms of filings.

19 Q. Okay.

20 Who is in charge of making filings
21 required by the State of New York?

22 A. That would be our accounting firm.

23 Q. Do you internal or external accounting?

24 A. External.

25 Q. And who is that?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 33

2 A. Roth & Co.

3 Q. And are they located in New York as well?

4 A. That's correct.

5 Q. Okay.

6 Do you know where in New York they're
7 located?

8 A. In Brooklyn.

9 Q. Do you know their address?

10 A. Not offhand.

11 Q. Okay.

12 Adorama has an internal accounting
13 department as well, correct?

14 A. That's correct.

15 Q. So again, your testimony is that Adorama
16 does not take board meeting minutes, correct?

17 A. That's correct.

18 Q. Are there any official records that
19 Adorama keeps reflecting that board meetings took
20 place?

21 A. No. I don't think we hold like official
22 records.

23 Q. And so when the board meetings take
24 place, it's just you and your father, correct?

25 A. Correct.

2 Q. Are there -- do you need to clarify an
3 answer?

4 A. I wanted to ask for like a quick bio
5 break. If that's okay.

6 Q. Absolutely. That's fine with me.

7 (Whereupon, there was a pause in the
8 proceeding.)

9 Q. Did you discuss during the break your
10 testimony with your attorney?

11 A. No.

12 Q. Do you understand what an officer of a
13 company is, that term "officer"?

14 A. I understand it the way I understand it.
15 I mean, maybe in the more official capacity you
16 might have a different interpretation. I can tell
17 you what I know.

18 Q. Tell me whether Adorama has officers, in
19 your understanding.

20 A. Like --

21 Q. Like president, CEO, vice president.
22 Folks that are considered executives.

23 A. Yes. I mean, we have an official CEO.
24 We have -- if that's your question. But since it's
25 a private company, it's -- it will probably not be

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 35

2 the same way how you seen it. It's like -- it's
3 more internally for the other employees.

4 Q. What do you mean by that, more internally
5 for other employees?

6 A. They're not going to be making all the
7 decisions in the company. They might be part of the
8 decision, but it's not like they truly have -- they
9 truly run the company.

10 Q. Okay.

11 Just to shortcut this, you mean the
12 decisions rest in the hands of you and your father
13 as the board members and owner, correct?

14 A. Correct.

15 Q. So who are, if there's more than one,
16 shareholders of Adorama?

17 A. There's only one, my father.

18 Q. Okay.

19 So you're not an owner of Adorama?

20 A. That's correct.

21 Q. Okay.

22 How many employees does Adorama have?

23 A. I would estimate like roughly 500
24 employees at the moment.

25 Q. When you use the word "employees," are

2 you talking about like W-2 traditional employees or
3 are you including folks that might be independent
4 contractors?

5 A. I'm including -- that would only be W-2.
6 I don't think -- I don't think -- I don't think we
7 have independent contractors on the moment.

8 Q. Okay.

9 Of those employees -- let me actually
10 back up.

11 Who is the CEO of Adorama?

12 A. His name is Michael Amkreutz.

13 Q. What is the CEO's job at Adorama?

14 A. It's to help create and communicate the
15 company strategy and is responsible for execution.

16 Q. Are there any other officers other than
17 Mr. Amkreutz at Adorama?

18 A. No.

19 Q. So other than a director, do you have an
20 officer title at Adorama?

21 A. You're asking if I have?

22 Q. Yes, you.

23 A. No, I don't have -- I don't have an
24 official officer -- I'm called an executive, but I
25 don't have an official officer title.

2 Q. Okay.

3 Does Adorama have written by-laws?

4 A. By-laws around what?

5 Q. Does it have corporate by-laws? Do you
6 know what that term means?

7 A. No.

8 Q. Okay.

9 In 2020 and 2021, was Adorama involved
10 in the business of selling personal protective
11 equipment?

12 A. Technically we sold some masks on our
13 website.

14 Q. Anything else?

15 A. I was a party to some contracts.

16 Q. One of those contracts involves Rock
17 Fintek, correct?

18 A. No.

19 Q. I'm sorry?

20 A. No. I wasn't -- I wasn't -- not -- I was
21 a lender over there. I wasn't like part of the
22 buyers/sellers side of the thing, if you're saying.

23 Q. Okay.

24 We will look at the Rock Fintek
25 contracts, I assure you.

2 A. I'm sorry?

3 Q. I said we will certainly look at that
4 contract today. We will come back to that.

5 So other than Rock Fintek, what
6 contracts were you a party to with respect to PPE
7 in 2020 and 2021?

8 A. As a buyer and a seller?

9 Q. Let's start with that.

10 A. It would be like Silverwing and it would
11 be one or two more. I'm blanking on the names.

12 Q. What products were involved in the
13 Silverwing contracts and the one or two whose names
14 you can't remember?

15 A. Gloves.

16 Q. Okay.
17 What kind of gloves?

18 A. Nitrile gloves.

19 Q. Okay.
20 Were these of any particular brand?

21 A. In Silverwing, I think the brand name was
22 LevMed. And in the other ones, it would have been
23 MedCare.

24 Q. And in those situations, Adorama was a
25 seller of those gloves, correct?

2 A. Well, we were -- the intent was to be a
3 lender but we ended up in the contract as a seller,
4 yes.

5 Q. What do you mean by that?

6 A. Because our expertise was never PPC [sic]
7 -- we didn't -- our whole involvement in -- in the
8 PPE business really came to us as someone looking to
9 finance a sale agreement, what they have.

10 Q. Okay.

11 Was that someone specific who came
12 looking to finance an agreement?

13 A. Well, I've had a couple of people
14 approaching me, but it was basically Kitchen Winners
15 only.

16 Q. How did you end up in the contract as a
17 seller when you're intent was to be a lender? Help
18 me understand that.

19 MR. SPERBER: Can you clarify which
20 contract or contracts you're referring to.

21 Q. So is Silverwing one of the contracts
22 where you were intending, or Adorama was intending,
23 to be a lender but ended up being a seller?

24 A. Yes. I mean, that's actually a good
25 question and I guess I didn't see that -- at that

2 time, I didn't realize the difference. I didn't see
3 it as being a big deal as being on the contract as a
4 seller. I didn't realize the significance. Let me
5 say this.

6 Q. So you signed onto the contract as a
7 seller without realizing the significance of that?
8 That's your testimony?

9 A. Comprehending the significance, yeah.

10 Q. Did Adorama take the position in the
11 Silverwing lawsuit that it was not a seller under
12 the contract but merely a lender?

13 A. Well, we can't -- we can't -- no. I
14 mean, we can take whatever position we want but it's
15 -- we're clearly on the contract as a party.

16 Q. What do you mean as a party? Meaning
17 you're a signatory to that contract as Adorama?

18 A. No. It says sales between -- this is a
19 seller agreement between Kitchen Winners, Adorama,
20 and Silverwing. So I guess that makes me a seller.

21 Q. You're referring to the first paragraph
22 of the contract?

23 A. Yeah.

24 Q. You understand that on the Rock Fintek
25 sales and purchase agreement, Adorama is a signatory

2 to that agreement, correct?

3 A. Yes. We are signing because we wanted --
4 because we are there to protect our money in terms
5 of -- from a lender's prospective. Since it has on
6 the contract our account number and that's where the
7 money was going, yeah.

8 Q. And, in fact, during your entire
9 relationship with Rock Fintek for the MedCare gloves
10 sales, Rock Fintek made payments to Adorama's bank
11 account, correct?

12 MR. SPERBER: Objection to the form.

13 Q. Yes?

14 THE WITNESS: Can I answer that?

15 MR. SPERBER: Yes.

16 A. Payments went to Adorama.

17 Q. All right.

18 Like I said, we'll come back to the
19 purchase agreement later.

20 Other than Silverwing, did the two
21 other agreements, the one or two that you
22 testified about that related to MedCare gloves,
23 did those also involve Kitchen Winners as a
24 co-signer on the contract?

25 A. What?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 42

2 Q. So you testified a few minutes ago that
3 in addition to Silverwing, you remember being a part
4 to one or two other contracts where Adorama was a
5 buyer or seller, correct?

6 A. Okay.

7 Q. Was Kitchen Winners involved in those
8 transactions?

9 A. Those other two?

10 Q. Yes.

11 A. Yes.

12 Q. Did either of those other two
13 transactions result in any litigation or disputes?

14 A. Silverwing resulted in a dispute. The
15 other two, yes. One for sure, yeah.

16 Q. And that resulted in a lawsuit?

17 A. Resulted in a lawsuit and -- yeah. And
18 it never went anywhere.

19 Q. Who was the lawsuit with?

20 A. I still don't remember the name.

21 Q. Does it happen to be Dynarex?

22 A. No, there was no lawsuit in Dynarex.
23 Dynarex is another contract where we were involved.
24 And then there was one more. I don't recall the
25 name, but I can easily find it.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 43

2 Q. I would ask -- you don't have to do it
3 during this deposition, but I would ask that you do
4 provide that information to your attorney.

5 MR. SPERBER: Any requests for
6 information should be put in writing after
7 the deposition. And we will take it under
8 advisement.

9 Q. Where was the lawsuit filed against this
10 other contract?

11 A. In New York.

12 Q. Was it in state or federal court?

13 A. I think it was state.

14 Q. Is that someone involving an individual
15 named Evan Hershenson?

16 A. Yeah, that one.

17 Q. So that's the other contract that you're
18 referring to?

19 A. Yeah.

20 Q. What is the status of that lawsuit?

21 A. I don't know the exact status, but I know
22 that it -- it didn't move anywhere for a while.

23 Q. But it's still pending today, correct?

24 A. It's probably still pending. From what I
25 know.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 44

2 Q. Is Adorama, Inc., a party to that lawsuit
3 brought by Evan Hershenson?

4 A. Yes.

5 Q. And Adorama is not claiming in that
6 lawsuit that it was not a buyer or seller under the
7 agreement at issue there?

8 A. I don't remember the details of the
9 contract, of the claims and even the purchase
10 agreement.

11 Q. Okay.

12 And Adorama continues to sell Nitrile
13 gloves to this date, correct, on its website?

14 A. Sell Nitrile gloves today?

15 Q. Yes.

16 A. I don't think so.

17 Q. All right. Well, let me show you Adorama
18 2.

19 (Whereupon, a screenshot was marked as
20 Adorama Exhibit 2 for identification, as of
21 this date.)

22 Q. Do you see Adorama 2 up?

23 Let me just ask: When I scroll, is it
24 scrolling on your screen?

25 A. Yes.

2 Q. Take a look at Exhibit 2. For the
3 record, this is a screenshot taken earlier this
4 morning from Adorama's website. And you can see
5 search results for the word "Nitrile" bring up 26
6 products, including Nitrile gloves.

7 Do you see that?

8 A. Yes. That's --

9 Q. Okay.

10 A. Go ahead.

11 Q. No. Go ahead.

12 A. I think that's for forensics. We have --
13 in photography, there's a forensic category. But I
14 don't think these are medical gloves. It's more for
15 the commercial use.

16 Q. Do you see the third product on the first
17 page of Exhibit 2? Do you see it says "Nitrile
18 disposable exam glove"?

19 Do you see that?

20 A. Yes.

21 MR. SPERBER: We are you? What page?

22 MR. RAKHUNOV: I'm at the bottom of the
23 first page of the exhibit just above the
24 exhibit sticker.

25 MR. SPERBER: Okay. Thank you.

2 Q. So exam gloves are medical gloves,
3 though, correct?

4 A. Might be, but the customer wouldn't be
5 here like for the medical industry. It's retailed
6 around a category mentioned before.

7 Q. Okay.

8 And if we scroll through, regardless of
9 what you just said as to what the customer might
10 be there for, there are a number of other listings
11 on your website that reflect Nitrile examination
12 gloves; is that fair? You're welcome to scroll
13 through this entire exhibit one by one.

14 A. Might be, and I would say this is
15 probably the residual from COVID. But I guess
16 anything we sill have in stock, we still sell out
17 and have posted on the website.

18 Q. Okay.

19 But through today, based on this
20 Exhibit 2, Adorama is, in fact, selling Nitrile
21 exam gloves on its website, correct?

22 A. Yes.

23 Q. Okay.

24 And other personal protective
25 equipment?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 47

2 A. Yes.

3 Q. Okay.

4 Does Adorama -- let me ask you a
5 question: Does Adorama -- do you know what an S
6 Corporation is?

7 A. I know what it is.

8 Q. Is Adorama an S Corporation or a C
9 Corporation?

10 A. That, I don't know. I don't know
11 offhand.

12 Q. Okay.

13 Does Adorama consolidate financial
14 statements with any other entity?

15 A. No.

16 Q. Does Adorama consolidate tax filing with
17 any other entity or entities?

18 A. I don't know.

19 Q. Okay.

20 Is it Roth & Co. that would know about
21 Adorama's tax filings?

22 A. That's correct.

23 Q. Who at Adorama -- an Adorama employee --
24 is in charge of Adorama's tax preparation and
25 financial reporting?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 48

2 A. That would be -- so do you mind like
3 elaborating on your question? What do you mean in
4 charge of?

5 Q. Is there a department or an individual at
6 Adorama that oversees tax preparation and financial
7 reporting?

8 A. That would be -- that would be the
9 accounting department, and they would be sending it
10 to Roth & Co.

11 Q. Who is the head of the accounting
12 department at Adorama?

13 A. That would be Bob.

14 Q. What is Bob's last name?

15 A. Weider, W-E-I-D-E-R.

16 Q. Okay.

17 Other than the store, the brick and
18 mortar store in Manhattan, does Adorama have any
19 other physical locations?

20 A. Like when you say -- where we sell goods?

21 Q. Well, anything. Where you sell goods or
22 where you just have back office space or warehouses.
23 Any other physical locations that are owned or
24 leased by Adorama.

25 A. So it would be the either the store and

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 49

2 the building above the store. And it would be our
3 two warehouses in Tennessee and Utah.

4 Q. Where are these warehouses located?

5 A. One would be in Chattanooga, Tennessee,
6 and one would be in Salt Lake City, Utah.

7 Q. Okay.

8 Do you have any warehouse locations in
9 New Jersey?

10 A. Not active.

11 Q. Okay.

12 Are you familiar with a company named
13 Avrio Logistics?

14 A. No.

15 Q. You're not aware of Adorama using Avrio
16 Logistics for any work related to PPE?

17 A. No.

18 Q. Let me publish Exhibit 3.

19 (Whereupon, a NYS printout was marked
20 as Adorama Exhibit 3 for identification, as
21 of this date.)

22 Q. So I've placed before you Exhibit 3.
23 It's a printout from the New York Department of
24 State Division of Corporations for Adorama, Inc.
25 Do you see that in front of you, sir?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 50

2 A. I do.

3 Q. Okay.

4 So under -- if you go to the middle of
5 the page, hopefully you can see it says: Service
6 of process of the Secretary of State as agent --

7 Do you see the name Eugene Mendlowits
8 listed in the middle of the page?

9 A. I do.

10 Q. That's your father, correct?

11 A. Yes.

12 Q. He's identified as the registered agent
13 for the corporation?

14 A. Yeah. That's what it seems, yeah.

15 Q. Okay.

16 And do you see the Sunny Isles Beach,
17 Florida, address?

18 A. Yes.

19 Q. What is that address?

20 A. I don't know.

21 Q. Okay.

22 Does Adorama have any operations or
23 offices in Florida?

24 A. I don't think so. It might be like a
25 personal residency.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 51

2 Q. Does your father live in Sunny Isles
3 Beach?

4 A. No, but I think my father has a house
5 there.

6 Q. Under Chief Executive Officer's name and
7 address of this filing, it lists Mendel Mendlowits.
8 Is that your grandfather?

9 A. That's my grandfather, yes, may he rest
10 in peace.

11 Q. So this is just an outdated listing,
12 correct?

13 A. I would think so.

14 Q. Okay.

15 When did Adorama first become involved
16 in the business of selling or buying personal
17 protective equipment?

18 A. So in the context of what we've seen
19 before, what you've showed before in one of your
20 exhibits that we sell under -- I forgot the name of
21 the category. What was the name of the category --
22 forensics. Forensics, like where we sell to police
23 departments and that kind of -- that kind of
24 vehicle.

25 I guess that we've -- we've done it

2 like for as long as I can remember. But it's
3 really ancillary. It's really like the odds and
4 ends accessories, that category.

5 But in the context of refinancing or
6 selling directly was during COVID for the -- for
7 PPE. That started in COVID.

8 Q. And who at Adorama was in charge of
9 sourcing personal protective equipment in the
10 context of COVID? I'm not asking about the gloves
11 for photography or developing film. I'm only asking
12 about personal protective equipment in the context
13 of COVID.

14 Who was in charge?

15 A. So how it started off, I was actually
16 just looking for our internal use. I was in charge
17 and -- I don't know if you want the background on
18 that.

19 Q. Sure. Please give me the background on
20 that.

21 A. So the background on that was that I was
22 -- I was looking for -- to -- for internal use. We
23 needed it for the warehouses, for the employees to
24 feel comfortable to come into work at the time.

25 And that's how I got started. And then

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 53

2 I kind of got -- got into being involved in PPE
3 during COVID.

4 Q. Okay. I'm not sure I understand the
5 answer.

6 So you were looking for gloves for just
7 Adorama's use?

8 A. Gloves, masks. It was difficult to get
9 at the time.

10 Q. Well, what happened that led you to
11 actually enter the business, either as a lender or
12 as a direct buyer or seller?

13 A. Because I was looking for -- to get PPE
14 for us, and I guess -- and it was very difficult.
15 And I was almost not successful in obtaining
16 anything. And, actually, the person was able to buy
17 from was actually Kitchen Winners. And that's where
18 I knew that he does have sources.

19 Q. Okay.
20 And when you say person at Kitchen
21 Winners, who are you referring to specifically?

22 A. To Joseph Weiner.

23 Q. And Joseph Weiner also goes by Hershey
24 Weiner as well, correct?

25 A. Yes.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 54

2 Q. Okay.

3 How do you know Hershey Weiner?

4 A. Well, I knew of him for -- I don't know.

5 I think like everyone in the community knows him.

6 Like he's popular in sourcing, in sourcing product.

7 Q. Okay.

8 What kind of products?

9 A. He sources like -- I think like he
10 sources everything.

11 Q. Can you be --

12 A. I don't think any --

13 Q. Let's break this down.

14 So prior to you becoming involved with
15 Mr. Weiner for gloves and other personal
16 protective equipment, if any, what other products
17 had you or Adorama sourced through Mr. Weiner?

18 A. From Mr. Weiner, nothing.

19 Q. Okay.

20 How did you become connected to
21 Mr. Weiner in connection with the gloves?

22 A. I don't remember exactly. But I guess I
23 was looking for gloves and, you know, his name came
24 up as someone who was able to get that.

25 Q. Who gave you his name?

2 A. I don't recall. But that's basically the
3 path, how we kind of -- how we started getting
4 involved.

5 Q. Is your father friends with Mr. Weiner?

6 A. No.

7 Q. Okay.

8 Are you aware of any prior business
9 relationships between your father and Mr. Weiner?

10 A. No.

11 Q. Okay.

12 So you've testified you're familiar
13 with an entity known as Kitchen Winners NY, Inc.?

14 A. Yes.

15 Q. Okay.

16 Do you know who the shareholders of
17 Kitchen Winners are or is?

18 A. No. I would assume Joseph Weiner.

19 Q. Does Adorama consider Kitchen Winners to
20 be a related company?

21 A. No.

22 Q. Does it consider Kitchen Winners to be an
23 affiliate?

24 A. No.

25 Q. Okay.

2 Is Adorama a shareholder of Kitchen
3 Winners?

4 A. No.

5 Q. Are you a shareholder of Kitchen Winners?

6 A. No.

7 Q. Is anyone in your family a shareholder of
8 Kitchen Winners?

9 A. No. I --

10 Q. I'm sorry. Did you finish your answer?

11 A. Not that I'm aware of, no.

12 Q. How would you describe the relationship
13 between Adorama and Kitchen Winners?

14 A. The same way you would with any company
15 dealing with another company.

16 Q. Can you be more specific. There are many
17 ways companies deal with each other.

18 A. If we would purchase from them, then we
19 would be the buyer. If we would sell to them, then
20 we would be the seller. If we would lend to them,
21 then we would be the lender.

22 Q. With respect to MedCare gloves -- right
23 now I'm not just focusing on Rock Fintek, but
24 overall MedCare brand gloves -- how would you
25 describe Adorama's relationship with Kitchen

2 Winners?

3 A. I'm not sure how to answer that question.
4 It's -- do you mind elaborating like what -- I'm not
5 sure like what --

6 Q. Yes. I'm trying to understand how
7 Kitchen Winners and Adorama did business together
8 with respect to MedCare gloves.

9 A. It wasn't specifically to MedCare gloves.
10 We -- it was really around PPE. And we kind of lent
11 them money for them to be able to support their
12 contracts.

13 Q. Okay.

14 A. That was the general idea.

15 Q. So when you say you lend them money, what
16 does that look like?

17 MR. SPERBER: Objection to the form.

18 MR. RAKHUNOV: Let me ask a better
19 question.

20 Q. For example, did Kitchen Winners have a
21 line of credit with Adorama? Or were there
22 specific, you know, individual loans? How did the
23 lending relationship that you're testifying about
24 work?

25 A. So it would usually be like -- it was

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 58

2 usually like straightforward like for like a month
3 or two. We gave them a certain amount like based on
4 the contract.

5 Q. Based on what contract?

6 A. Like I wouldn't just give him money like
7 without anything. I would want to see like what his
8 plan is. I only gave him money if he had a contract
9 with another company who was committing to kind of
10 buy and -- buy from him.

11 Q. Okay.

12 When was the first time that you funded
13 a glove purchase for Mr. Weiner, or any PPE
14 purchase?

15 A. It would probably be like in -- say like
16 in -- I would say like since 2020, end of 2020,
17 mid-2020. I don't recall the exact date, but
18 roughly around that.

19 Q. So did the terms of -- I guess you had
20 testified -- the lending vary from deal to deal or
21 are they consistent?

22 A. It was more or less the same deal. It
23 was more or less -- usually he needed money for like
24 just for very short periods. The rolls was very
25 quick.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 59

2 Q. And how did Adorama make money on these
3 transactions?

4 A. We would set like an interest for that
5 period and it was based on the maximum line we would
6 give him. It was like a maximum amount.

7 Q. Okay.

8 A. And we get a percent. That's it.

9 Q. Okay.

10 What was the interest that you recall
11 setting for the PPE transactions?

12 A. In general it was 1 1/2 percent a month.

13 Q. 1 1/2 percent per month. Okay.

14 Do you have an estimate or an exact
15 number of the total amounts that Adorama provided
16 to Kitchen Winners in funding during the entire
17 relationship between them?

18 A. Like how do you calculate it?

19 Q. Well, how much money did Adorama put out
20 to fund PPE transactions with Kitchen Winners in
21 total?

22 A. Once or -- do you consider like every
23 month? If it was a million dollars a month and the
24 same million dollars the next month, are you kind of
25 going to calculate it and say that it equals to two?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 60

2 Q. Well, you tell me. That's why I'm asking
3 you.

4 So your testimony is that for -- well,
5 was there a specific monthly amount that you
6 committed to fund to Kitchen Winners or was it on
7 a transaction-by-transaction basis?

8 A. Transaction basis.

9 Q. Okay.

10 So over the entire relationship with
11 Kitchen Winners, do you know how much Adorama paid
12 out to Kitchen Winners to fund PPE transactions?

13 MR. SPERBER: Phil, I'm confused by the
14 question. I'm just making up numbers here,
15 but if Adorama loans \$5 million and they get
16 paid back \$3 million and then loans out \$2
17 million, what is the number at that point? I
18 don't understand how the math is supposed to
19 work here.

20 MR. RAKHUNOV: Sure.

21 Q. So you're no longer doing business with
22 Kitchen Winners, I believe you testified; is that
23 correct?

24 A. I'm sorry. I'm no longer --

25 Q. **Doing business with Kitchen Winners; is**

2 that correct?

3 A. That's correct.

4 Q. Okay.

5 When did the relationship with Kitchen
6 Winners end?

7 A. I think it was like after the Rock Fintek
8 -- most likely after the Rock Fintek -- I think Rock
9 Fintek was the last -- was the last transaction.

10 Q. Okay.

11 So from the beginning of dealing with
12 Kitchen Winners and PPE through the end of the
13 last transaction, which you just testified is Rock
14 Fintek, in total how much money did Adorama lend
15 to Kitchen Winners for PPE transactions?

16 A. Since I'm not clear how I should
17 calculate it -- you didn't really explain that, so I
18 would say just say like millions of dollars, tens of
19 millions of dollars.

20 Q. Did you say tens of millions of dollars?

21 A. Yeah. I mean, I'm not exactly sure what
22 accounting method you would apply here and how to
23 calculate it, so if I need to generalize it.

24 MR. SPERBER: Again, I don't
25 understand. If they loaned \$5 million and

2 they're paid --

3 MR. RAKHUNOV: Alex, I'm going to work
4 with the witness on this. We're fine.

5 MR. SPERBER: The question is unclear
6 and I'm objecting to the question.

7 MR. RAKHUNOV: You can state your
8 objection and I'll continue on with the
9 questioning. I believe Mr. Mendlowits just
10 testified that it was tens of millions of
11 dollars and I asked do you know an exact
12 number.

13 Q. Did Kitchen Winners repay all the loans
14 that Adorama made to it?

15 A. Yes.

16 Q. Okay.

17 Has Kitchen Winners and Adorama ever
18 had a dispute about --

19 A. I'm sorry. The loans?

20 Q. Go ahead.

21 A. They're still outstanding with
22 Silverwing. Other than that, everything was paid
23 back.

24 Q. What is still outstanding?

25 A. Silverwing.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 63

2 Q. Is there anything outstanding to Adorama
3 from Kitchen Winners that relates to the Rock Fintek
4 relationship?

5 A. No.

6 Q. Do you know, as you sit here today, how
7 much Adorama profited from the Rock Fintek
8 transactions?

9 A. Not offhand.

10 Q. Do you have an estimate?

11 A. Probably a couple of \$100,000.

12 Q. How would you go about calculating the
13 exact amounts that Adorama profited from Rock
14 Fintek?

15 A. It would be like the outstanding we had
16 by month times the interest we charged we had set
17 for Rock Fintek for that contract. And I think that
18 contract, it was a bit of a higher interest because
19 of -- because it was different than every deal
20 because we needed to sit with the outstanding money
21 for longer periods because I think they're agreement
22 was to be delivered in the US versus all other
23 contracts was paid out of China once it left China,
24 or overseas.

25 Q. And again, the funds from Rock Fintek

2 were wired into Adorama's bank accounts, correct?

3 A. That's correct.

4 Q. Why were the funds wired to Adorama and
5 not to Kitchen Winners?

6 A. Because I wanted to make sure I get back
7 my money. That was the condition with every --
8 every time I had money out.

9 Q. Okay.

10 A. I didn't have any means of security.

11 Q. Okay.

12 And then Adorama would keep its share
13 and then pay Kitchen Winners' portion to Kitchen
14 Winners? Is that how this worked?

15 A. That's correct.

16 Q. Okay.

17 And the payments to Kitchen Winners,
18 were they made by check, wire transfer, or
19 something else?

20 A. From what I remember, wire transfers.

21 Q. And your accounting department would have
22 records of the wire transfers to Kitchen Winners; is
23 that correct?

24 A. Yes. It was sent to Kitchen Winners
25 behalf, meaning -- I don't think we ever sent money

2 to a Kitchen Winners account. It was to Mark
3 Nussbaum. It was an attorney's account to where he
4 requested we sent the money to.

5 Q. Who is Mark Nussbaum?

6 A. Mark Nussbaum is a transactional
7 attorney.

8 Q. Does Mark Nussbaum represent Adorama?

9 A. He represented Adorama as well.

10 Q. Does he still represent Adorama?

11 A. At the moment, no.

12 Q. But he did in connection with the PPE
13 transactions, correct?

14 A. That's correct.

15 Q. And it's your testimony that Nussbaum
16 represented Adorama and Kitchen Winners?

17 A. Yes.

18 Q. Okay.

19 Did Adorama have any escrow agreement
20 with Attorney Nussbaum's firm with respect to PPE
21 transactions?

22 A. Not that I recall, no.

23 Q. I'm going to put up another exhibit, but
24 let's take a break first.

25 (Whereupon, there was a pause in the

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 66

2 proceeding.)

3 Q. I'm going to publish another exhibit.

4 This is Adorama 4.

5 (Whereupon, a letter was marked as
6 Adorama Exhibit 4 for identification, as of
7 this date.)

8 Q. Let me know when you have this one-page
9 document before you.

10 A. I see it.

11 Q. Okay.

12 The first question is do you recognize
13 the document before you? It doesn't have a Bates
14 number, but it was produced in this case.

15 Do you recognize the document in front
16 of you as Exhibit 4?

17 A. No. It is a letter you mentioned to me.
18 Yeah.

19 Q. Is this on Adorama letterhead?

20 A. It is.

21 Q. Is that your signature at the bottom?

22 A. Absolutely not.

23 Q. So is it your testimony that you did not
24 draft this document?

25 A. That's correct.

2 Q. Okay.

3 Have you ever seen this document before
4 I showed it to you just now?

5 A. I think like Alex showed it to me like a
6 couple of days ago, but --

7 Q. Have you searched -- have you conducted
8 any searches in Adorama's servers or computer
9 systems for a copy of this document since it was
10 shown to you a few days ago?

11 A. I wouldn't know how to search this. But
12 I got like explicit instructions, like a whole list
13 on all the searches I should do on my server side,
14 and I haven't seen this.

15 Q. Okay.

16 Do you know who other than you would
17 have access --

18 MR. RAKHUNOV: Strike that.

19 Q. So you're saying that signature is not
20 your handwriting, correct?

21 A. Yes.

22 Q. Do you have any idea whose handwriting
23 that is?

24 A. No.

25 Q. Do you know who outside of Adorama would

2 have access to your letterhead to enable them to
3 create a document like that?

4 A. I mean, anyone can -- anyone who knows
5 how -- how our letterhead looks would be able to do
6 something like that.

7 Q. Okay.

8 Do you know who an individual named
9 Arik Maimon is?

10 A. Yes. I've heard of him.

11 Q. Okay.

12 Do you know him other than from the
13 allegations in this lawsuit?

14 A. No.

15 Q. Did you deal with Mr. Maimon at all in
16 relation to the Rock Fintek glove transactions
17 directly?

18 A. No.

19 Q. So I can represent to you, and you can
20 just take it as a foundation for the next couple of
21 questions, that this document was provided to my
22 client by Mr. Maimon in a WhatsApp message, which,
23 again, has been produced in this case.

24 Do you have any idea of how Mr. Maimon
25 came into possession of this document?

2 A. No clue.

3 Q. Okay.

4 Do you recall providing anyone,
5 including Mr. Weiner, with authority to sign your
6 name to this document?

7 A. No.

8 Q. Is it your belief that someone forged
9 your name on this document?

10 A. It's not even forged. It's not even a
11 similar signature to me.

12 Q. So let me ask you about a couple of
13 statements in this document, then.

14 So the first phrase says: This
15 document is submitted by Adorama, Inc.

16 I take it you would disagree with that
17 statement?

18 A. That's correct.

19 Q. Okay.

20 Do you see later in the top line, this
21 document describes Kitchen Winners NY, Inc., as
22 "our related company"?

23 Do you see that?

24 A. (No verbal response given.)

25 Q. In the top. In the first line.

2 A. I see.

3 Q. Okay.

4 Do you agree with that statement?

5 A. No. I disagree with that statement.

6 Q. Okay.

7 Can you please read the rest of this
8 letter. Do you see in the middle of -- well, once
9 you read it -- I just want to make sure you read
10 the whole thing. It's not very long -- let me
11 know when you have completed it and I will ask you
12 some more questions.

13 A. Go ahead.

14 Q. Do you see a name mentioned Tomaz Lovse?
15 Is that someone you're familiar with?

16 A. No.

17 Q. You have no idea who that person is?

18 A. No clue.

19 Q. Okay.

20 Do you see a statement that Kitchen
21 Winners NY, Inc., are authorized to act on our
22 behalf to procure Nitrile gloves as discussed
23 subject to contract. I understand Tomaz Lovse is
24 working through his company, Medical Group Care,
25 as our procurement partner.

2 Do you agree with that statement?

3 A. I disagree with that statement as well.

4 Q. Okay.

5 Do you know who Medical Group Care is?

6 A. No clue.

7 Q. Okay.

8 And you see a reference in the last
9 paragraph that Adorama will fully fund and execute
10 payments through an irrevocable documentary letter
11 of credits to be issued according to the signed
12 SPA?

13 Do you see that?

14 A. Yes.

15 Q. Did Adorama fund any glove transactions
16 through irrevocable letters of credit?

17 A. No.

18 Q. So is it your testimony that all funding
19 for PPE transactions were with cash wire transfers?

20 A. That's correct.

21 Q. Do you have any idea whatsoever as to the
22 circumstances behind the creation of this Exhibit 4?

23 A. No idea.

24 Q. No idea where it came from?

25 A. No idea from where it came from or what

2 this is.

3 Q. And to the extent that Rock Fintek was
4 induced into any transactions based on this
5 document, you would agree that that would be
6 fraudulent?

7 MR. SPERBER: Objection to the form.
8 Calls for a legal conclusion.

9 Q. You can answer.

10 A. So what is the question again?

11 Q. The question is if Rock Fintek entered
12 into some transaction based on -- in reliance on
13 this document in Exhibit 4, you would agree with me
14 that that would constitute fraud, correct?

15 MR. SPERBER: Note my objection.

16 A. But why would they -- what would that --
17 what does that letter have to do with that at all?
18 I don't see them -- I don't see them mentioned.

19 Q. You agree with me that this letter is not
20 what it purports to be? Or at least that's your
21 testimony, correct?

22 A. Yes. Yes.

23 Q. Okay.

24 And if someone held this letter out as
25 coming from Adorama and signed by you without your

2 authority, that would be a fraudulent act,
3 correct?

4 MR. SPERBER: Objection to the form.
5 Calls for a legal conclusion.

6 A. Yes, I can answer that, but I'm not
7 sure -- like how is this related to Rock Fintek?

8 Q. As I represented to you, that was
9 provided to Rock Fintek. It was something that --
10 well, I'm just asking you if Rock Fintek relied on
11 this thinking this came from Adorama, then whoever
12 provided this to Rock Fintek would be committing
13 fraud, in your opinion?

14 MR. RAKHUNOV: And I understand same
15 objections. You don't have to --

16 MR. SPERBER: Again, I don't see fraud
17 exactly, but fine.

18 A. You can easily see that it doesn't have
19 the same signature as I have on my contract or any
20 other signatures of me.

21 Q. But somebody who hadn't seen your
22 signature before wouldn't know that, would they?

23 A. And usually when there's letters like
24 this, there's like a verification, contact, email
25 address. So if I got something like that, I would

2 contact the other person and confirm.

3 Q. That wasn't my question.

4 This document is not what it purports
5 to be, correct?

6 A. Yeah.

7 Q. All right.

8 So just before this deposition, your
9 attorney provided us with a document that I don't
10 believe had been produced previously in this case.
11 I didn't have time to go back to check, but I
12 understand that it hadn't. I'm going to mark that
13 as Exhibit 5.

14 (Whereupon, an agreement was marked as
15 Adorama Exhibit 5 for identification, as of
16 this date.)

17 Q. You should have it in a couple of
18 seconds. For the record, Exhibit Adorama 5 is a
19 document written mostly in Hebrew, Bates-labeled
20 AKW_005153. It's a one-page document --

21 A. This is interest agreement on how much
22 Kitchen Winners is going to owe Adorama for the
23 money we're lending to them for this transaction.

24 Q. Okay.

25 So, you know, obviously we did not have

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 75

2 the time to obtain a translation of this agreement
3 prior to today's deposition, and my Hebrew is a
4 bit rusty.

5 We also don't have any kind of a Word
6 version of this document, but -- so I'm going to
7 ask you to do your best, understanding you're not
8 a professional translator, to translate this
9 document.

10 But before I do that, who signed this
11 document on behalf of Adorama?

12 A. That's my Hebrew signature.

13 Q. And who signed this document on behalf of
14 Kitchen Winners?

15 A. I remember that would be Hershey, Joseph
16 Weiner.

17 Q. When was this document executed?

18 A. It seems like, based on the date what I'm
19 reading, it's -- it says March 26, 2021.

20 Q. Okay.

21 So now I'm going to ask you, starting
22 from the top to just slowly so the court reporter
23 can take it down, do the best you can to translate
24 this document on the record.

25 A. It says on the top that this is an

2 Agreement. That's a title. The next line, it says
3 -- it follows our religious formality on how we need
4 to write like agreements, so that might be difficult
5 for me to interpret. But it says this is an
6 agreement between -- between two people. One is
7 Adorama -- two entities -- and one is Kitchen
8 Winners. And it has hand signatures signed on the
9 bottom.

10 The translation is a bit weird, but I
11 will keep going. It's going to talk about a line
12 of credit, what I'm going to borrow. The first
13 one is going to kind of commit to add to --

14 (Reporter clarification.)

15 A. Party A, which is Adorama, commits to a
16 maximum line of credit, a maximum loan in a way what
17 Jewish law allows to lend because -- and -- and it's
18 going to be for four months from -- a maximum for
19 four months, from April 1 to August 30. It's going
20 to be about -- and that money can only be used for
21 the transaction of Rock Fintek.

22 Q. And you're referring to the line where
23 Rock Fintek is written out in English, correct?

24 A. That's correct.

25 Q. And in the following line, there's a

2 reference to 3 percent.

3 What does that refer to?

4 A. It's 3 percent interest per month.

5 Q. Okay.

6 And then what does the 5 percent number
7 in the line just below that refer to?

8 A. If for some reason he will still owe me
9 money after the April 1 to August 30, then the
10 interest will be set at 5 percent. Like some sort
11 of penalty, something like it, if he goes over.

12 Q. Okay.

13 What else?

14 A. And then it works out -- it kind of --
15 it's going to go -- so basically over here --

16 THE WITNESS: Alex, do you want to
17 explain it?

18 MR. SPERBER: No.

19 A. Because we're not allowed to officially
20 borrow on interest, but there is ways how to
21 technically set it up as borrow on interest and it's
22 religiously allowed, so it works through that
23 technicality.

24 That's basically it.

25 Q. Let me ask you a couple of questions. I

2 think, you know, given that we got this just before
3 your deposition, there's not much I can do with it
4 other than have it officially translated, but I'm
5 trying to get you to answer a few questions about it
6 so we can hopefully not have to come back.

7 Are there any indemnification
8 provisions in this contract as between Kitchen
9 Winners and Adorama? Do you know what that means?

10 A. Meaning indemnification --

11 Q. Do you know what indemnification means?

12 A. I'm trying to work how the definition
13 would be applied over here.

14 Q. Well, I'm asking you do you know what the
15 word "indemnification" means?

16 A. Yeah. Like if you harm someone, you're
17 responsible to kind of -- like indemnify someone if
18 you kind of harm them. Is that translation?

19 Q. Are there any provisions in here that
20 would require Adorama or Kitchen Winners to pay
21 something to the other if, for example, there was a
22 lawsuit or a claim about the quality of the product?

23 A. No. No.

24 Q. All right.

25 A. The only indemnification is that -- well,

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 79

2 obviously if I don't have my money back by whatever
3 is the end date, then the interest is set at 5
4 percent, as a -- kind of as a penalty.

5 Q. Who drafted this document?

6 A. So it's a common document. So you go to
7 someone who's like kind of an expert -- how do I
8 explain it? -- an expert in Jewish law and related
9 to trade, and such an individual will kind of
10 compose such a document.

11 Q. I understand.

12 But specifically this document, do you
13 know who drafted this document?

14 A. I wouldn't know who drafted it. I would
15 assume Kitchen Winners took care of it and it was --
16 it was reviewed -- I would have reviewed it by -- in
17 this case I went to my brother, who was familiar
18 with it, and he would kind of walk me through the
19 details and make sure it's aligned with what I'm
20 looking to accomplish.

21 Q. Okay.

22 So what makes you assume that Kitchen
23 Winners would have taken care of it?

24 A. Because I don't remember being busy with
25 it in terms of drafting it, so -- I just don't

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 80

2 recall me being busy with drafting a letter. And
3 for that fact, I wasn't -- anything related to
4 Kitchen Winners, I wasn't involved. Even in the
5 contracts being busy drafting it, so I would imagine
6 that he did it.

7 Q. Let's say your assumption is correct. Do
8 you recall how Mr. Weiner would have provided this
9 document to you?

10 A. Yes. He would -- I actually remember
11 like -- yeah, he brought it to me in the office and
12 I signed it. I signed one copy. We made two
13 copies. He made two copies. I signed them both and
14 he signed them both. And yeah. I actually remember
15 he brought it to my office.

16 Q. Okay.
17 He didn't send you a draft to review by
18 email first?

19 A. I don't think so.

20 Q. Okay.
21 You said your brother reviewed it. Was
22 your brother in the office with you?

23 A. My brother was in the office then.

24 Q. Well, when did your brother review this
25 agreement?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 81

2 A. Because I had a copy and I know we met a
3 couple of times. And I was reviewing the copy, and
4 I guess at home I showed it to my brother. He
5 doesn't have email or anything.

6 Q. What's your brother's first name?

7 A. Joel. At the time he was studying
8 religious study full-time so --

9 Q. Joel Mendlowits?

10 A. Yeah.

11 Q. Safe to assume that he's not Joel
12 Mendlovic associated with AMCM Gloves or is he?

13 A. Very safe to assume. He was studying at
14 that time.

15 Q. Is he younger or older than you?

16 A. Younger.

17 Q. All right. Look. I don't think I can
18 ask meaningfully anymore questions about this
19 contract right now. But given that it was produced
20 right before the deposition, obviously not in
21 English, I will reserve the right to take
22 appropriate steps, but we don't need to get into an
23 argument now.

24 Why was the loan agreement or this line
25 of credit agreement between Kitchen Winners and

2 Adorama executed in Hebrew under Jewish law as
3 opposed to in English under American secular law?

4 A. Because with Kitchen Winners on all the
5 transactions, I had a handshake agreement with them.
6 It was straightforward. It was for a very short
7 period of time where -- from when I lay out money
8 until the money gets back to me. So I didn't have
9 any other agreements with them other than a verbal
10 agreement.

11 Q. I don't think that was my question,
12 though.

13 Why did you formalize your line of
14 credit with them in a contract in Hebrew under
15 Jewish law as opposed to a one-page agreement in
16 English under New York law, for example?

17 A. I was trying to explain to you. I didn't
18 have any agreements with them, period. But when it
19 came to this transaction, I kind of wasn't
20 comfortable to go again without an agreement.

21 It was relatively a lot of money
22 compared to everything else in terms of money I
23 would need to be out with, so I wanted to have
24 something with him on paper.

25 And when -- usually if both parties

2 agree, our preferred method is to have it in a
3 Hebrew agreement, and we would go to -- if there
4 would be like a conflict between us two, then we
5 would go to Jewish court, Beth Din. That's
6 customary when two religious people have a
7 conflict or they want to get into a deal to kind
8 of do such an agreement.

9 Q. And this is without you revealing any
10 attorney-client communications, but is it your
11 understanding that this contract would or would not
12 be enforceable in a secular court in New York?

13 A. 100 percent it would. That's exactly why
14 I showed it to my brother, because he studies that
15 subject so he was familiar with how to structure it.

16 Q. Did you ever circulate this agreement by
17 email to anyone else involved with the Rock Fintek
18 transaction?

19 A. No.

20 Q. Do you know if this agreement was
21 produced to us by you or by Kitchen Winners in
22 advance of today's deposition?

23 A. It was definitely not by -- it was
24 definitely produced not from me. I even forgot
25 about this agreement. I probably still have it in

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 84

2 my drawer somewhere sitting.

3 Q. When you were conducting searches for
4 documents in connection with this litigation, did
5 you look for paper documents as opposed to
6 electronic ones?

7 A. I literally almost don't have any paper
8 documents, and I haven't seen this for a while.
9 Yeah.

10 Q. Do you still have a copy of this
11 agreement?

12 A. I would need to check.

13 Q. Okay.

14 A. I would assume probably not because I was
15 paid in full so I probably didn't need it anymore.
16 It wouldn't have any value.

17 Q. I will ask that you search for it in your
18 paper files, and we'll follow up with counsel.

19 MR. SPERBER: Any requests for
20 production should be made in writing
21 following the deposition and we will take it
22 under advisement.

23 Q. Okay. Let's take this one down and look
24 at 6. I'm just putting a document up. This is
25 Adorama Exhibit 6.

2 (Whereupon, an agreement was marked as
3 Adorama Exhibit 6 for identification, as of
4 this date.)

5 Q. I have published what's been being marked
6 as Adorama 6. It's a 16-page document. You should
7 have it up in a minute. It begins with Bates number
8 AKW_004854, consisting of an email and some
9 attachments. At least that's how it appeared in the
10 production.

11 Take a minute to scroll through this
12 document and let me know if you recognize either
13 any of the email communications -- and I
14 understand you're not -- you don't appear to be
15 copies on at least these versions -- or the
16 document that begins on page 6 of the PDF that's
17 headed Sales Contract Between Kitchen Winners NY,
18 Inc., and Adorama, Inc.

19 A. Based on the signatory, I'm sure that
20 this was -- that this was an agreement we wanted to
21 buy from Kitchen Winners, gloves. But that never
22 came to fruition and we never kind of executed this.

23 Q. Okay.

24 Do you actually have an independent
25 recollection of this proposed transaction?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 86

2 A. Correct, of the proposed transaction.

3 And based on the signatory, I can see that the
4 signatory is a buyer within Adorama, like someone in
5 the purchasing department.

6 And if I remember correctly, this
7 was -- there was like a government bid out there
8 to -- government bid like BtB requests for such
9 products, for gloves.

10 And -- but it never got -- it never got
11 executed or I don't think Kitchen Winners ended up
12 selling us any gloves at that time.

13 Q. Did you ever buy gloves directly from
14 Kitchen Winners, or did Adorama?

15 A. No.

16 Q. So it's your testimony that this
17 agreement never was executed?

18 A. Correct.

19 Q. Okay.

20 And you see under where it says for and
21 on behalf of the Buyer, Adorama, Inc., or the
22 signature block that you're referring to, there's
23 a name Usher Sperber?

24 A. Yes.

25 **Q. Any relation to your attorney?**

2 A. My attorney?

3 Q. Yes.

4 A. To my attorney, no.

5 Q. Okay.

6 And what is Mr. Sperber's position
7 within Adorama?

8 A. He's a purchasing agent within Adorama.

9 Q. Okay.

10 Did Mr. Sperber have any involvement in
11 the gloves that were sold to Rock Fintek?

12 A. No. It's like he came to me, there's a
13 bid for gloves in our BtB department, and he asked
14 me if I can kind of connect him with someone. And I
15 think that's where probably we started working with
16 agreement. But it never -- it never happened.

17 At that time Kitchen Winners wasn't
18 able to getting any gloves. When was it? Before
19 2021.

20 Q. Did Adorama, in fact, bid on this
21 contract or the underlying contract?

22 A. No, like without a commitment of the
23 source. It's a waste of time.

24 Q. All right. We can put that exhibit away.
25 You obviously know who Rock Fintek is

2 or what Rock Fintek is?

3 A. Right now, yes.

4 Q. Well, you knew who Rock Fintek was back
5 in April of 2021, correct?

6 A. I knew the name. I've seen the name, but
7 I wasn't -- I wasn't familiar with their principals
8 or with their -- or with the kind of work they do.

9 Q. Okay.

10 So you would agree with me that you
11 were a signatory, that Adorama is a signatory to
12 a sales and purchase agreement with Rock Fintek?

13 A. No. We're a signatory as a lender.

14 Q. I understand you're probably not going to
15 agree with me on the interpretation of that
16 contract, and, you know, we don't have to hide in
17 that sense. But Adorama signed the agreement on
18 which Rock Fintek is a party, correct?

19 A. Yes.

20 Q. Okay.

21 Prior to signing that agreement, did
22 you personally participate in any telephone calls
23 with either Bradley Gilling or Thomas Kato or
24 both?

25 A. Never. I've never seen them, talked to

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 89

2 them, or even know how they look like.

3 Q. So you've never spoke with Mr. Kato?

4 A. Never ever.

5 Q. Did you have any involvement in the
6 negotiations of the sale and purchase agreement with
7 Rock Fintek?

8 A. No.

9 Q. Okay.

10 Well, who do you understand as being
11 the primary negotiator of that sales and purchase
12 agreement?

13 A. To be honest, I didn't know and it wasn't
14 really relevant for me on who the principals are.
15 Like as far as I was concerned, you know, based on
16 the agreement, if they -- if whoever -- whoever the
17 principal is give the money, if the deposit comes, I
18 know they are real, and then I'm committing to that
19 kind of -- to that tranche of lending for Kitchen
20 Winners to support the purchase agreement, to
21 support the PSA.

22 Q. Let me put the contract up on -- by the
23 way, before I ask you questions about that, you
24 testified earlier that you have an office phone at
25 Adorama, correct?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 90

2 A. Correct.

3 Q. What is that phone number if somebody
4 were to call you there?

5 A. If someone would call me, he would need
6 to kind of speak to the operator and then -- and
7 then ask for my name and get transferred to that
8 line. Or if someone knows my extension, he would be
9 able to dial me directly.

10 Q. What is the main line of Adorama that
11 someone would call?

12 A. 212-741-0401. And then there is a 1-800
13 number as well. I don't remember the full number.

14 Q. Do you use WhatsApp to communicate
15 regarding business?

16 A. Not really, but I have WhatsApp.

17 Q. Okay.

18 In 2020 and 2021, did you communicate
19 with Hershey Weiner on WhatsApp?

20 A. No. As far as I'm concerned, he doesn't
21 have WhatsApp.

22 Q. Did you communicate with him on something
23 called WeChat?

24 A. No.

25 Q. Did you communicate with him via text

2 messages?

3 A. Yes.

4 Q. Have you given to your counsel in this
5 litigation your text messages with Mr. Weiner?

6 A. I didn't really have any text messages to
7 give. Most of his text messages are "please call
8 me" or I tell him to call me. He wasn't like big on
9 typing or email or a chat. He was always like a
10 phone call. Occasionally I would get some email,
11 but --

12 Q. So I guess let me ask you a different
13 question. To the extent that you were in any phone
14 calls concerning any glove business back in March or
15 April or 2021, would those phone calls have taken
16 place through any medium other than your cell phone
17 or your Adorama office phone?

18 A. No. That would be the only medium.

19 Q. Okay.

20 And you understand that through
21 WhatsApp, for example, you're able to have video
22 and IP phone calls with other folks? Yes?

23 A. Yes.

24 Q. Okay.

25 Have you ever had any phone calls or

2 video calls through WhatsApp regarding the glove
3 transactions in April or March or May of 2021?

4 A. With Hershey?

5 Q. With anyone.

6 A. With Kitchen Winners or with other
7 parties?

8 Q. Anyone.

9 A. I mean, I was -- I was on WhatsApp groups
10 where people were selling and -- selling and buying
11 PPE, I mean, because I was interested in that market
12 so I was understanding what's happening there. But
13 I might have reached out to people to get some
14 questions because I wanted to get some insights. Or
15 people reached out to me. I don't think around
16 active transactions or anything to that sort to what
17 I recall.

18 And I was looking up my WhatsApp as
19 part of my review for discovery. I didn't have
20 anything related to that.

21 Q. That was actually my next question.

22 So you reviewed your WhatsApp messages
23 in connection of this litigation?

24 A. Yes.

25 Q. Did you look for any communications

2 between you and Mendel Banon?

3 A. Yes. Actually, me and Mendel Banon? I
4 don't have his phone number. I couldn't find his
5 phone number so I wasn't able to kind of look that
6 up. But if I have WhatsApp with Mendel Banon? I
7 don't think so.

8 Q. Okay.

9 We will provide Mr. Banon's phone
10 number to your attorney and, again, we'll follow
11 up in writing to just ask that you confirm. Maybe
12 it's an unsafe phone number and we want to make
13 sure that you're able to do a complete search.

14 And, again, is it your testimony that
15 you did not communicate with Mr. Banon directly
16 during 2020 and 2021 regarding PPE transactions?

17 A. Correct, to what I recall.

18 Q. Do you recall being on any email
19 communications with Bradley Gilling or Thomas Kato?

20 A. No. I'm pretty positive I was never on a
21 communication with them. Or, for that fact, with
22 Arik Maimon.

23 Q. Okay.

24 (Whereupon, an SPA was marked as
25 Adorama Exhibit 7 for identification, as of

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 94

2 this date.)

3 I have put up Adorama 7. It's a sales
4 and purchase agreement dated April 7, 2021.

5 A. I see that.

6 Q. You see that document?

7 A. Yes.

8 Q. All right.

9 So first, please go to the second to
10 last page of the document.

11 A. The signature page?

12 Q. The signature page. And it says "the
13 foregoing agreement is read and agreed by." And
14 then there's a heading Seller. And there's a
15 signature of -- it says Hershey Weiner.

16 Do you recognize that to be
17 Mr. Weiner's English signature?

18 A. If I recognize it specifically?

19 Q. Either way.

20 A. I don't know what his signature looks
21 like exactly. I haven't paid attention to it.
22 Seems like his name.

23 Q. In the middle above your name, is that
24 your name? Is that your signature?

25 A. It's my name, yeah, and it seems like --

2 seems like my signature.

3 Q. Okay.

4 And you're not contending in this case
5 that you did not sign this contract, correct?

6 A. Correct. I agree I signed.

7 Q. And do you see how your name is spelled
8 with a Z here? Do you know why it's spelled with a
9 Z?

10 A. Probably because the name at the bottom
11 was spelled with a Z so I just signed it like that.
12 I don't know.

13 Q. Who drafted this contract?

14 A. That would probably be Nussbaum's office.

15 Q. Did you review this document before you
16 signed it?

17 A. Yeah, I probably reviewed it. I think
18 like the schedule was important and I wanted to make
19 sure that -- that I had enough money to support his
20 contract and I was able to support his contract.

21 I want to make sure that there was a
22 deposit before I start giving money. Right? And
23 I would want to make sure the terms include that
24 all money goes through Adorama's bank account,
25 that everything needs to be paid through that bank

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 96

2 account.

3 Q. Okay.

4 So you did review this document before
5 signing it?

6 A. Yes, probably on the key details.

7 Q. Do you recall making or requesting any
8 edits be made to this agreement before you signed
9 it?

10 MR. SPERBER: I'm just going to object
11 and direct Mr. Mendlowits not to answer to
12 the extent that any of those communications
13 were with his counsel.

14 Q. Do you recall requesting -- I'm not
15 interested in communications with your attorney, but
16 I do want to know if you had any edits or changes
17 that you wanted made to this agreement before you
18 executed whether those changes were made by Kitchen
19 Winners or Rock Fintek.

20 Do you recall?

21 A. I don't recall. I don't recall.

22 Q. Okay.

23 You didn't ask that the spelling of
24 your name be fixed in the agreement, either,
25 right?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 97

2 A. No. I probably didn't pay so much
3 attention to that. I was really focusing on the few
4 key details, what matters to me, like the money
5 should go through Adorama so it's secured, and
6 understand the schedule and make sure the contract
7 is in line with the schedule.

8 Q. And if I understand correctly, your
9 position in this lawsuit is that this contract --
10 that the role of Adorama under this contract is as a
11 lender only? Am I stating your position correctly?

12 A. Yes.

13 Q. Okay.

14 Can you show me where in this agreement
15 you believe -- the language in this agreement that
16 you believe supports your position that Adorama,
17 Inc., is only a lender in this transaction.

18 A. Well --

19 Q. And I assume you can control the
20 document, so --

21 A. I know it's not my chance to ask
22 questions, but where do you see otherwise?

23 Q. Well, I'm asking you.

24 A. It doesn't say that I'm a seller or
25 purchaser, so -- and my bank account is here and

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 98

2 money is to be passed through that, so --

3 Q. I'm sorry. Go ahead and finish.

4 A. Yeah. I mean, so to me it seems
5 straightforward that my involvement here is a
6 lender.

7 Q. Well, okay.

8 Where does it say that the money would
9 be passed through Adorama's account as opposed to
10 paid to Adorama's account? It doesn't say that
11 anywhere, correct?

12 A. Could be paid because I guess the payee
13 needs to pay. Right? So it won't pass through like
14 as what it relates to me. But in terms of the
15 buyer/seller, the payment, what Rock Fintek owes to
16 Kitchen Winners, needs to be paid to Adorama.

17 Q. Okay.

18 But where does it say that in this
19 agreement?

20 A. It says payment terms to be -- deposits
21 shall be paid to Adorama, Inc.

22 Q. It doesn't say that deposits shall be
23 paid to Adorama, Inc., to be distributed to Kitchen
24 Winners or anything to that effect, correct?

25 A. Yeah. Again, as part of -- as it relates

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 99

2 to Rock Fintek, it's -- it's not their -- it's not
3 really -- it doesn't really matter to them. Right?

4 Q. Well --

5 A. This was a seller and purchase agreement,
6 right, so we want to know like what the parties are
7 supposed to do; what is the seller supposed to do
8 and what is the buyer suppose to do.

9 And I guess like the technicalities
10 between Adorama and Kitchen Winners isn't related
11 to this contract. It's not supposed to be on this
12 contract, like the technicalities between Kitchen
13 Winners and Adorama.

14 That would be on a different agreement
15 what you have seen, what you have showed me
16 before, like the religious agreement, like what it
17 says exactly like related to this contract that I
18 need to -- that he owes me that interest and the
19 interest conditions and that's the agreement.

20 Q. Well, the religious agreement, a copy of
21 that was never provided to Rock Fintek, correct?

22 A. Why is it their business?

23 Q. Okay.

24 But you would agree with me that the
25 arrangement between Kitchen Winners and Adorama

2 was not provided to Rock Fintek, correct?

3 A. Yeah. I don't see why -- yes. I don't
4 see why it should.

5 Q. I'm not asking whether it should or not.
6 It just wasn't.

7 A. The facts -- I would assume Kitchen
8 Winners didn't provide it. I for sure -- I didn't
9 have any of the accounting info, so I wouldn't be
10 able to provide it to them. So I guess that would
11 be a question for Hershey or Kitchen Winners, if he
12 provided it to them.

13 Q. And the contact info for Rock Fintek is
14 actually in the introductory paragraph to this
15 agreement, correct?

16 A. I can probably send them a letter or
17 something.

18 Q. And you could have asked for
19 Mr. Gilling's and Mr. Kato's email or phone number,
20 correct?

21 A. If I felt it was relevant for them to
22 know.

23 Q. And, in fact, from time to time,
24 Mr. Weiner would forward you emails from Rock Fintek
25 to keep you updated as to the business relationship,

2 correct?

3 A. Not so much about the relationship. It
4 was about -- it was about the tranches, about the
5 money. Because I know they have -- they didn't pay
6 on time and I know like delayed the -- the money got
7 delayed to me and I was concerned about my -- about
8 my capital.

9 So yeah. So I actually told Hershey
10 that I want to know like if something goes off
11 course, I want to know that -- you know, don't
12 tell me a week after that that I can't pay you. I
13 want to know when something's happening, and so --

14 Q. Okay.

15 So I think you said a moment ago that
16 it wasn't --

17 MR. RAKHUNOV: Strike that.

18 Q. Is it your testimony that it was not
19 important to Rock Fintek to know with whom they were
20 entering into a contract for more than \$17 million
21 worth of transactions?

22 A. It was not -- it was -- I do think it was
23 important for them to know who their seller is. And
24 I think that says it very clearly on the header in
25 the first paragraph who the parties are.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 102

2 Q. Okay.

3 So let me direct your attention back to
4 the signature page. Let's just start from the
5 bottom.

6 Do you see where Bradley Gilling's
7 signature is? Next to it there's an underlined
8 word named "buyer"?

9 A. Yeah.

10 Q. Okay.

11 And do you see above Mr. Weiner's and
12 your signatures, there's an underlined word named
13 "seller"?

14 A. Yes.

15 Q. Do you see any underlined word named
16 "lender" or anything like that next to your name?

17 A. No. I don't see neither seller or buyer
18 on my name.

19 Q. And you don't see lender either, correct?

20 A. That's correct.

21 Q. If we go back to paragraph 2 on page 1.

22 So we already looked at 2b where you said the
23 deposits shall be paid to Adorama, Inc., and then it
24 provides wire information, right?

25 A. Yes.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 103

2 Q. And then in 2c, it says: Buyer shall pay
3 seller in full by wire transfer of funds for each
4 container delivered to the seller's warehouse in Los
5 Angeles, California.

6 Do you see that?

7 A. Yes.

8 Q. And you've already testified that Rock
9 Fintek paid Adorama by wire transfer throughout the
10 -- from the transactions, correct?

11 A. Sorry?

12 Q. You've already testified -- and we can go
13 over this in much more detail -- that the payments
14 by Rock Fintek were made by wire transfer to Adorama
15 in its bank account ending in 5791.

16 MR. SPERBER: Can you ask that again.

17 Q. Let's back up.

18 So in paragraph 2c, the agreement
19 states: Buyer shall pay seller in full by wire
20 transfer of funds?

21 A. Correct.

22 Q. Okay.

23 And you would agree with me, as you
24 testified earlier today, that Rock Fintek made
25 payments by wire transfer to Adorama?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 104

2 A. Correct.

3 Q. Okay. That's my question.

4 A. I don't see a question. Like is there
5 any question?

6 Q. The question was -- so the contract
7 requires buyer to pay seller in full by wire
8 transfer of funds --

9 A. Okay. So?

10 Q. -- correct?

11 A. Yeah.

12 Q. And Rock Fintek did pay for the
13 transactions by wire transfer to Adorama, correct?

14 A. Okay. Yes.

15 Q. Okay. That was my question.

16 A. And also used Citibank -- a Citibank
17 bank.

18 Q. I'm sorry? Citibank, meaning the account
19 that's described in paragraph 2b, correct?

20 A. Yes.

21 Q. That's Adorama's account, correct?

22 A. Yes.

23 Q. And it is your position that the fact
24 that Adorama's name does not appear in the first
25 paragraph of this agreement is the reason why

2 Adorama should not be treated as a seller under this
3 agreement? Am I correct?

4 A. (No verbal response given.)

5 Q. I don't want to put words in your mouth.
6 I want your testimony as to what aspects of this
7 agreement, what language in this agreement, this
8 five-page document, are you relying on for your
9 contention that Adorama should not be held liable as
10 a seller under this agreement.

11 A. My testimony is straightforward that only
12 what the contract says who the seller and the buyer
13 is. They are actually the party, right? Otherwise
14 if it would be something, someone else, then another
15 party, then it should be mentioned there, right?
16 That's basic contract, right? So that's my
17 testimony.

18 Q. So you would want the court to ignore the
19 fact that Adorama's signature appears under the
20 underlying heading Seller in the signature block,
21 correct?

22 A. Maybe it goes from the bottom up as well.
23 Maybe it was a buyer.

24 Q. And you would want the court to ignore
25 that payments which were required to be made from

2 buyer to seller were made to Adorama during the life
3 of this agreement, correct?

4 A. Yes, and that's very standard.

5 Q. Other than what you have just described,
6 is there anything, any fact or any writing,
7 communication or anything that you are aware of that
8 would put Rock Fintek on notice that they were --
9 that Adorama was merely a lender, as you contend,
10 under this agreement?

11 A. I would imagine Kitchen Winners would
12 have told them -- would have told them if they would
13 ask. Or I'm not sure what -- obviously now I hear
14 what they're saying, but -- but I don't think they
15 cared about it when this agreement happened.

16 But they might have asked like why the
17 money should go to Adorama. That might have been
18 a possibility. That might have been discussed
19 with Kitchen Winners. I'm not sure.

20 Q. So, respectfully, we can imagine a lot of
21 things, a lot of possibilities. I can imagine a
22 world where my client got good gloves. But that's
23 not going to be helpful to the court or to us.

24 I'm asking you what you're aware of. I
25 mean, are you aware of any communications from

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 107

2 Kitchen Winners to Rock Fintek where they notified
3 them of Adorama's role that you contend is its
4 role under this agreement?

5 A. I'm not aware.

6 Q. And again, it is your testimony that you
7 have never been on a conference call with Thomas
8 Kato or Bradley Gilling?

9 A. That's correct.

10 Q. Okay.

11 MR. RAKHUNOV: Off the record.

12 (Whereupon, a lunch recess was taken.)

13 Q. Good afternoon, Mr. Mendlowits.
14 Have you ever heard of a company called
15 Skymed?

16 A. Yes.

17 Q. Okay.

18 What do you know about Skymed?

19 A. Skymed is like MedCare. It's a glove
20 manufacturer.

21 Q. Is that a company from whom gloves were
22 sourced for transactions in which Adorama was
23 involved?

24 A. Yeah. I think there was one contract
25 where we tried to get it. Yes.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 108

2 Q. Okay.

3 Is that with a Dynarex, I guess?

4 A. Yes. Yes.

5 Q. What happened with that relationship?

6 And when I say that relationship -- well, let me
7 back up.

8 Did you learn at some point that Skymed
9 was a fraudulent company?

10 A. Skymed in general is a new company. I
11 think so. Like from what I know, it's a real brand.
12 There was -- there was a fake product under their
13 name.

14 Q. And are you aware that Rock Fintek, prior
15 to entering into any commercial relationship with
16 Kitchen Winners or Adorama, was a victim of Skymed
17 fraud? Did you ever --

18 A. I'm actually hearing it the first time.

19 Q. Okay.

20 So, now, what happened with the Dynarex
21 relationship?

22 A. So I remember that they -- if the Skymed
23 we received wasn't real or it wasn't -- it wasn't
24 adequate -- the point is that they weren't happy
25 with it. And from what I remember is that we took

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 109

2 it back and we took the hit on it.

3 Q. Okay.

4 And with respect to Dynarex, what was
5 Adorama's role in that --

6 A. On that PSA, we were a party to the
7 seller.

8 Q. Okay.

9 And was Kitchen Winners also involved
10 in that?

11 A. Yes.

12 Q. Was Mendel Banon involved in the Dynarex
13 relationship?

14 A. I don't think so, no. Not what I know
15 of.

16 Q. Do you recall specifically what issues
17 Dynarex had with respect to MedCare gloves?

18 A. I do not remember the specifics.

19 Q. Just give me a second. I had the
20 document I wanted to use open and it disappeared.
21 We're now up to Adorama Exhibit 8, and you should
22 have it in a moment.

23 (Whereupon, a six-page email was marked
24 as Adorama Exhibit 8 for identification, as
25 of this date.)

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 110

2 Q. Please pull open Exhibit 8. Once you
3 have it --

4 A. Yeah.

5 Q. -- I will have a few questions. So
6 Exhibit 8 is a document produced to us from Kitchen
7 Winners. It's Bates-numbered AKW_002818 on the
8 first page. It's a six-page email exchange
9 involving you and some others.

10 Just take a look through the document
11 and let me know if you remember this email
12 exchange.

13 A. I remember the email. I don't remember
14 the specifics. Like is there anywhere in particular
15 you want me to kind of focus in?

16 Q. Yes. I just wanted to give you a chance
17 to look at the whole email first.

18 So looking at the bottom of page 1
19 under the underlined heading MedCare, this is an
20 email from Devora Bernal at Dynarex.

21 The email says: We received samples of
22 the MedCare gloves. We're not happy with the
23 quality. However, as mentioned, we might still
24 find buyers for these if the product comes with
25 full 100 count boxes as represented.

2 Does that remind you or refresh your
3 recollection in any way as to what quality issues
4 existed with the MedCare gloves?

5 A. Which page?

6 Q. The very bottom of page 1 and going over
7 to the top of page 2. It says 1 out of 6.

8 A. I don't remember the specifics, but at
9 that point I was involved, and I think like we ended
10 up coming to an amicable agreement.

11 Q. Did you understand what the quality
12 issues were?

13 A. No. Like actually I think I spoke with
14 them even on the phone and they told me like for
15 them, they didn't have -- they didn't tell me -- I
16 don't remember the specifics, but they didn't like
17 that quality.

18 Q. Do you remember having any direct
19 communications with the folks over at Dynarex?

20 A. I lost my exhibit.

21 Q. I took it down.

22 Do you remember having any direct
23 either phone calls or video calls or any other
24 communications directly with folks at Dynarex
25 regarding the quality of MedCare gloves?

2 A. Yes. I'm sure we had -- I'm sure we had
3 like -- yeah, I had a discussion with the owner of
4 Dynarex and -- with one of the owners and -- yeah.
5 Then they agreed that they committed for that.

6 And I think like where we were kind of
7 bumping heads, so to speak, is they were right on
8 the Skymed gloves. I think that came in poor
9 quality, and we agreed that we would eat that
10 loss.

11 But as pertaining to MedCare, we felt
12 that this is still exactly what they ordered. And
13 they knew that MedCare wasn't the top brand. I
14 mean, it wasn't a secret to the industry. They're
15 probably not the Tier 1 brand, but this is the
16 product that was available then and they committed
17 to a contract for it.

18 And we were ready to give them a way
19 out. But if they kind of want to back out of
20 everything, then they should give us back the two
21 containers, what we did deliver. And we were
22 ready to get back everything and make the money.

23 And -- but they still wanted -- even
24 though it wasn't the quality what they were saying
25 that they hoped for, they still wanted to hold

2 onto it.

3 But I guess we came on an agreement and
4 they paid us something for the remaining contract
5 and we settled it.

6 Q. So the contract with Dynarex was for
7 medical grade exam gloves, correct?

8 A. Yes.

9 Q. Let's look at another exhibit. And, by
10 the way, you understand that the contract with Rock
11 Fintek that bears your signature was also for
12 medical grade exam gloves, correct?

13 MR. SPERBER: Objection to the form.

14 A. I don't have the contract in front of me,
15 but yeah, it might. If you want to show me the
16 contract again, I can double-check it. But like as
17 far as I know, MedCare has exam gloves. That's what
18 they make.

19 Q. Okay.

20 (Whereupon, an email exchange was
21 marked as Adorama Exhibit 9 for
22 identification, as of this date.)

23 Q. So I just put up Adorama 9. It's another
24 email exchange involving Dynarex.

25 So at the very top, do you see it's an

2 email that's -- it's a 17-page document, again,
3 produced by Kitchen Winners. The last in day and
4 time email is Thursday, February 25, 2021. It's
5 an email from Devora Bernal at Dynarex to Daniel
6 Kugel at MJN, PLLC. It's the very first page at
7 the top.

8 A. Okay.

9 Q. Do you recognize this email exchange?
10 Feel free to scroll through.

11 A. Let me scroll through a moment.

12 Okay.

13 Q. So Daniel Kugel is an attorney at the
14 Nussbaum & Associates law firm, correct?

15 A. Correct.

16 Q. And you've testified earlier that firm
17 represents or has represented both Adorama and
18 Kitchen Winners, correct?

19 A. Correct.

20 Q. Okay.

21 Devora -- it's a she or he --

22 A. She.

23 Q. So she writes to Daniel: We'd like to
24 address your comments defending your client's
25 abhorrent behavior refusing to return our money.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 115

2 Do you see that line?

3 A. What page?

4 Q. We're still on the same page, second
5 line.

6 A. Okay.

7 Q. Do you have an understanding as to what
8 Ms. Bernal is referring to when she's describing
9 "abhorrent behavior"?

10 A. I do not recall.

11 Q. Okay.

12 If you go a little bit further down --
13 still on the same page -- do you see the paragraph
14 that begins with -- you know, maybe let me try
15 using one of these advanced features.

16 Do you see an underline on the exhibit
17 under the phrase "not medical grade"?

18 A. Yes.

19 Q. Okay.

20 So reading that paragraph --

21 MR. SPERBER: Just to be clear, that's
22 a line you just added there?

23 MR. RAKHUNOV: That's a line that I
24 just put in there. It's just to direct the
25 witness's attention to that paragraph.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 116

2 MR. SPERBER: I wanted to be clear for
3 the record whether there was a line there or
4 not. No problem.

5 MR. RAKHUNOV: It was not in the
6 original exhibit and I will remove it right
7 now.

8 Q. Do you see it says: And then the latest
9 MedCare container came with only size medium instead
10 of the size breakdown we ordered and paid for. And
11 in all cases, glove quality was substandard, not
12 medical grade.

13 Do you see that?

14 A. Yes.

15 Q. Do you recall what Ms. Bernal was
16 referring to when she's describing MedCare gloves as
17 "not medical grade"?

18 A. I do not recall.

19 Q. Do you recall taking any steps in
20 connection with MedCare gloves to ensure that they
21 were medical grade for future transactions?

22 A. We didn't agree with their opinion that
23 it's not medical grade. I mean, that was their
24 opinion. It was their opinion.

25 So I'm sure Kitchen Winners did their

2 due diligence to kind of figure out like exactly
3 the details, like what makes it medical grade.
4 I'm a seller. I'm not familiar with the details.

5 Q. Well, let me just stop you there.

6 When you say I'm sure Kitchen Winners
7 did due diligence, is there something specific
8 that you recall that you're aware of having been
9 done to ensure that these gloves were medical
10 grade?

11 A. I don't remember the specifics, but I
12 remember the conversations, because I probably asked
13 Kitchen Winners like -- and we were all talking
14 together, Dynarex, Kitchen Winners, and myself, and
15 we were still of the opinion -- and actually, we
16 didn't have in a record, but they also agreed at the
17 end of the day it still qualifies as medical grade
18 gloves. And for them it didn't work because they
19 had something better at that time.

20 Q. Okay.

21 When you say you remember
22 conversations, I just want to make sure that I
23 understand whether you or Adorama did anything to
24 ensure the quality of these gloves other than
25 relying on Kitchen Winners and Hershey Weiner.

2 A. Yes. So -- so what I started saying is
3 we had a discussion with one of the partners of
4 Dynarex, Kitchen Winners, and myself and went
5 through the details and they admitted in person that
6 it was medical grade.

7 And the argument was that they got
8 screwed on the Skymed side of things. And by the
9 end of day they received -- so that would be their
10 way out of contract.

11 And at the end of the day they received
12 a shipment of a better brand which -- and they
13 kind of ended up asking us to kind of get out of
14 the contract and we came to some settlement. But
15 it's not like they've stated the position that
16 it's not medical grade.

17 Q. So it's your testimony that the folks at
18 Dynarex came around and admitted the MedCare gloves
19 were, in fact, medical grade?

20 A. Right. In a discussion.

21 Q. And who was involved in that discussion?
22 Which individuals?

23 A. It was me, his name -- I forgot his last
24 name -- Yidi, and Joseph Weiner.

25 Q. **What is Yidi's position at Dynarex?**

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 119

2 A. He's one of the partners.

3 Q. Was Zalman Tenenbaum involved in that
4 discussion?

5 A. No.

6 Q. Was Devora Bernal involved in that
7 discussion?

8 A. No.

9 Q. Okay.

10 Does Adorama have any ongoing business
11 relationship with Dynarex?

12 A. No.

13 Q. Did you have any business relationship
14 with them other than the transaction at issue in the
15 email --

16 A. No.

17 Q. -- in front of you.

18 Do you know, to your knowledge, if
19 Kitchen Winners had any other transactions or
20 business relationships with Dynarex?

21 A. Not that I know.

22 Q. Okay.

23 Have you reviewed any -- at any point
24 in this case -- deposition transcripts?

25 A. So far?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 120

2 Q. So far.

3 A. I have not. I don't think -- did we
4 receive any yet?

5 Q. You either did or you didn't or you don't
6 remember.

7 A. No.

8 Q. Okay.

9 Are you aware that your attorney and
10 co-defendant Mr. Stern's attorney have taken a
11 position in this lawsuit that Rock Fintek
12 purchased MedCare brand gloves from sources other
13 than Kitchen Winners or Joel Stern and his
14 company?

15 A. Yes. I am aware and -- I don't recall
16 from whom I heard that conversation, but it was
17 definitely -- once the whole dispute started, we
18 actually got some names from who they bought. I
19 don't recall the details, but I understand that we
20 know for a fact that they bought from other sources.

21 Q. Okay.

22 What else do you know about that?

23 A. I'm trying to kind of recall. I don't
24 recall the details, but I remember knowing that they
25 had bought from other sources.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 121

2 Q. Okay.

3 Do you recall that Kitchen Winners held
4 itself out together with the MedCare manufacturer
5 as the exclusive dealer of MedCare gloves in the
6 United States?

7 MR. SPERBER: Objection to the form.

8 You can answer.

9 A. No, I wasn't aware. I mean, I was
10 actually aware that they are not exclusive. I knew
11 of a lot of people who were trading, selling,
12 importing MedCare gloves.

13 Q. Let me put up Adorama 10.

14 (Whereupon, an email was marked as
15 Adorama Exhibit 10 for identification, as of
16 this date.)

17 Q. I placed the document produced by Kitchen
18 Winners, and it's a March 22, 2021, email from
19 Joseph Weiner to you and to himself attaching a
20 letter, a Kitchen Winners PDF, which is the second
21 page of the document.

22 Please review it. Let me know when you
23 have done so.

24 A. Actually, I have seen it now that I --
25 now that you show it to me, I do recall seeing it.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 122

2 Q. Okay.

3 A. But my statement earlier that I know
4 other people who sold MedCare gloves is still -- I
5 still knew as a fact that other people who were
6 selling.

7 Q. So are you aware that Rock Fintek, Thomas
8 Kato, Bradley Gilling were told by Kitchen Winners
9 that they were an exclusive MedCare dealer in the
10 USA?

11 A. I wasn't -- I'm -- no, I wasn't aware
12 about what Kitchen Winners told Rock Fintek
13 principals.

14 Q. Do you have any reason to dispute that
15 Rock Fintek believed that Kitchen Winners and
16 Adorama were the exclusive MedCare dealers in the
17 United States, at least as of April when they signed
18 the sales and purchase agreement?

19 A. Where do you see Adorama? This letter
20 doesn't say Adorama.

21 Q. No, this letter doesn't. But I'm asking
22 what Rock Fintek believed when they signed this
23 purchase agreement?

24 A. I have no clue what they believed.

25 Q. Okay.

2 Did you ever deal directly with Anna
3 Grinvald at Global Tooling Services?

4 A. Never ever spoke to her or met her or saw
5 her. Absolutely not.

6 Q. So to the extent you have communications
7 from her, those were all forwarded to you by others,
8 correct?

9 A. Correct. Any communication what I would
10 have or seen was if someone else forwarded it to me
11 or showed it to me.

12 Q. So this letter is sent to you by email
13 from Joseph Weiner on March 22, 2021.

14 Do you see that?

15 A. Yes.

16 Q. Do you recall why Mr. Weiner is sending
17 you a copy of the letter declaring that Kitchen
18 Winners has full exclusivity for MedCare in the USA?

19 A. I do not.

20 Q. You don't recall?

21 A. I do not.

22 Q. Okay. I'm marking Adorama 11.

23 (Whereupon, an email was marked as
24 Adorama Exhibit 11 for identification, as of
25 this date.)

2 Q. You should have that in a moment. Again,
3 for the record -- please review the document. And
4 while you're doing so -- this is a five-page
5 document produced by Kitchen Winners, an email dated
6 Thursday, April 8, 2021, at 8:30 p.m., from Mendel
7 Banon to you and cc'ing Joseph Weiner. The subject
8 is Cemo [sic] rated, and there's an attachment,
9 although it's hard to tell if it's an attachment or
10 just a copy-and-pasted image within an email.

11 And if you need to rotate the document,
12 I think you can do that within the tool or I can
13 do it for you. That would make it easier for you
14 to read the second and third pages. If you need
15 to.

16 A. I'm trying to remind what this was.

17 Q. And that's my first question. Do you
18 recall what this email communication from Mendel
19 Banon was about?

20 A. I don't recall.

21 Q. Okay.

22 But does this refresh your recollection
23 that you, in fact, did communicate with Mendel
24 Banon in the spring of 2021?

25 A. That he sent me this email? That I was

2 included in this email?

3 Q. Well, you testified earlier that you had
4 no communications with Mendel Banon during the time
5 of Rock Fintek's relationship with Kitchen Winners.
6 And to the extent that you weren't recalling doing
7 so, does this email refresh your recollection?

8 A. I'm seeing it now. Obviously he sent me
9 an email.

10 Q. Do you remember trying to obtain
11 chemo-rated gloves during this time period?

12 A. No. Now I'm recalling.

13 Q. Okay.

14 What do you remember?

15 A. I think like that she mentioned to me
16 that MedCare is going to -- is trying for a
17 certification to get to become chemo-rated. And I
18 guess I saw it advertised so I sent it to them. And
19 I guess they told me that it's fake.

20 Q. Okay.

21 When you say they told you they're
22 fake, what does that mean?

23 A. That's a false advertisement.

24 Q. That MedCare gloves were chemo-rated?

25 A. Or this specific glove is chemo-rated.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 126

2 Q. When you say a specific glove, you mean
3 the one attached to that email, correct?

4 A. Correct.

5 Q. And at least looking at the attachment,
6 the glove bears a MedCare logo, correct?

7 A. I can see on the attachment that they're
8 pointing out that manufactured by -- and maybe
9 they're pointing out that that's not really the
10 MedCare source, so maybe this whole thing is not
11 true.

12 Q. I've put up another exhibit up, Adorama
13 12.

14 (Whereupon, an email was marked as
15 Adorama Exhibit 12 for identification, as of
16 this date.)

17 Q. It's the same chain but with a response
18 from you. But before I ask you about that, if you
19 go to page 4, it's a screenshot of a WhatsApp
20 message.

21 Do you see the phone number
22 561-866-3810?

23 A. Yes.

24 Q. Do you know whose number that is?

25 A. I do not.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.

Joseph Mendlowits on 10/26/2023

Page 127

2 Q. Do you see the photograph of a gentleman
3 in a tie?

4 A. Yeah.

5 Q. Do you know who that is?

6 A. No clue.

7 Q. Okay.

8 Isn't that Mr. Banon?

9 A. I don't know how he looks.

10 Q. Okay.

11 In any event, you responded to his
12 email that same evening saying: At first I
13 thought we were finally chemo-rated. You spoiled
14 the moment for me.

15 Do you see that?

16 A. Yes.

17 Q. Okay.

18 What are you referring to there?

19 A. I don't -- I don't recall exactly. But
20 what I told you before, I know that MedCare was
21 supposed to become chemo-rated. But -- so I thought
22 that it became chemo-rated, but obviously they told
23 us -- he told us that it's fake.

24 Q. Do you know if during the time that
25 gloves were being sold, MedCare gloves were being

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 128

2 sold to Rock Fintek, if the MedCare product ever
3 achieved a chemo rating, to your knowledge?

4 A. I don't remember that detail. It was a
5 long time.

6 Q. Sure.

7 Do you recall whether Rock Fintek was
8 ever told that the MedCare gloves were
9 chemo-rated?

10 A. I don't recall.

11 Q. Do you recall having an understanding
12 that MedCare gloves were chemo-rated?

13 A. I don't recall.

14 Q. Who is Richard Fryer? Somebody at
15 Adorama's accounting department?

16 A. He's an associate in the accounting
17 department, yeah.

18 Q. And you've already told us Bob Weider was
19 the head --

20 A. The head of the department.

21 Q. And whenever wire transfers came in from
22 Rock Fintek, somebody from your accounting
23 department would let you know, correct?

24 A. Correct.

25 Q. And you would let Mr. Weiner know,

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 129

2 correct?

3 A. Correct.

4 Q. Okay.

5 Let me get another exhibit up there.

6 We're moving along pretty well.

7 A. Am I supposed to see an exhibit now?

8 Q. You will in a moment. The system has its
9 nice features, but it's a little bit funky. This is
10 Adorama 13.

11 (Whereupon, an email was marked as
12 Adorama Exhibit 13 for identification, as of
13 this date.)

14 Q. This is a three-page document produced by
15 Kitchen Winners. It's an email dated Friday, May
16 28, 2021, from Mr. Weiner to you.

17 It says: See attached report. Note,
18 some loads have less quantities, but their
19 payments was always for full loads.

20 And the subject of the email is Rock
21 Fintek quantities delivered. And then there's a
22 two-page Excel spreadsheet attached.

23 Do you recognize this email?

24 A. Not offhand, but I see what it is.

25 Q. Okay.

2 When Mr. Weiner writes "some loads have
3 less quantities, but their payments was always for
4 full loads," do you understand what he's referring
5 to?

6 A. In the context I'm reading it, yes, that
7 they paid for full loads and some have less.

8 Q. And you understand that quantities of
9 gloves or incorrect quantities of gloves is one of
10 the allegations that Rock Fintek has made in this
11 lawsuit, correct?

12 A. Yes.

13 Q. Do you know what steps either Mr. Weiner
14 or you took to remedy the fact that some loads had
15 less quantities but the payment was for full loads?

16 A. I don't know. I would assume that --
17 that --

18 Q. I don't want you to assume.

19 A. Then never mind. Strike it.

20 Q. So you don't know?

21 A. I don't know.

22 Q. Did you have any discussions with
23 Mr. Weiner about this email?

24 A. Not what I recall.

25 Q. Okay.

2 A. Is this the complete transaction list?

3 Is this like the full contract?

4 Q. This is an email with this attachment as
5 of that date that was produced to us. That's all I
6 can say.

7 A. It seems actually less money and less
8 quantity for what the contract calls, based on what
9 I remember.

10 Q. Well, do you know what time period the
11 contract went through?

12 A. What time period the contract is what?

13 Q. Well, this email is dated May 28, 2021,
14 correct?

15 A. Okay. Yeah.

16 Q. And you understand there were additional
17 deliveries and payments made subsequent to that
18 date, correct?

19 A. I would imagine, because I don't think
20 either Kitchen Winners or Rock Fintek says that --
21 would agree that Kitchen Winners delivered -- I
22 think even Rock Fintek says that Kitchen Winners has
23 delivered like -- I think like one of their
24 arguments was that Kitchen Winners sold them --
25 shipped to Rock Fintek 1.7 versus 1.5 to what the

2 contract called for.

3 So obviously everyone is aligned that
4 they have received more than the 1244 and 1.2
5 million units or boxes, whatever this is. So I'm
6 not sure what to make out of this attachment.

7 Q. Well, you're aware that Rock Fintek has
8 alleged that at times the quantities were less than
9 they were supposed to be and at times they were
10 over. And I do agree with you that we've alleged
11 that ultimately Rock Fintek was overcharged for
12 gloves that it did not order.

13 But you're aware that --

14 MR. RAKHUNOV: Strike that. It's
15 neither here nor there.

16 Q. To your point, let me put up another
17 exhibit.

18 (Whereupon, an email was marked as
19 Adorama Exhibit 14 for identification, as of
20 this date.)

21 Q. While I'm putting this exhibit up, I know
22 I asked you earlier like what means of communication
23 you would have used for business purposes back in
24 the spring of 2021.

25 Would there have been a conference line

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 133

2 that Adorama has that you used for business phone
3 calls at that time like a dial-in?

4 A. No.

5 Q. Do you use a dial-in today?

6 A. We can create a dial-in.

7 Q. Could you create one back in the spring
8 of 2021?

9 A. 2021? Like an official dial-in?

10 Q. Well, I don't know -- I don't want to
11 characterize it in any way. But if a handful of
12 people wanted to get on a phone call with you from
13 different places, could you provide a dial-in?

14 A. Yeah. I think everyone can. There's
15 multiple tools for it.

16 Q. Well, did you do that in the spring of
17 2021?

18 A. For Rock Fintek? For Kitchen Winners?
19 I've never used that for -- for actually any
20 transaction with Kitchen Winners. So to answer your
21 question, the answer is no.

22 Q. Okay.

23 Do you recall Mr. Weiner ever providing
24 you with a dial-in to use for phone calls in
25 relation to glove transactions, whether with Rock

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 134

2 Fintek or anyone else?

3 A. No.

4 Q. Okay.

5 I'm putting up Exhibit 14. It's
6 another document produced by Kitchen Winners.
7 It's an email from June 27, 2021, from Mr. Weiner
8 to you forwarding an email from Mr. Weiner to
9 Mr. Weiner, subject Rock Fintek. It's a one-page
10 document, AKW_001909.

11 Please take a look and let me know if
12 you recognize this document.

13 A. I don't recognize it, but obviously it
14 was sent to me. I don't recall the details like why
15 he would send this to me. Let me see. I don't
16 remember the reason sending it to me, but it seems
17 like this was at that time where the dispute has
18 already happened.

19 Q. Do you recall that the email embedded in
20 -- well, the email on June 27th at 2:43 p.m., to
21 himself, is Mr. Weiner writing to you or is it a
22 draft email to someone else that he sent to you to
23 review?

24 A. I don't recall.

25 Q. Do you see in the -- so Mr. Weiner

2 writes: As we discussed, here are the figures --
3 whoever he is writing it to -- total agreed
4 deliveries, 1,678,270. In the second line, he
5 writes: Contract amount, 1.5 million at 11.50.

6 That is consistent with what the
7 purchase agreement provided, correct?

8 A. I think so.

9 Q. In the third line, it says: Overage,
10 178,270 at 9.50. And then there's a dollar figure.

11 Do you see that?

12 A. Yes.

13 Q. Do you know where the 9.50 comes from?

14 A. No clue.

15 Q. Looking at this doesn't refresh your
16 recollection as to what the figures in this email
17 refer to?

18 A. No clue.

19 Q. So at some point in the summer of 2021,
20 you became aware that a dispute arose with Rock
21 Fintek regarding MedCare gloves?

22 A. I did.

23 Q. How did you become aware of the disputes?

24 A. I guess Hershey told me.

25 Q. Okay.

2 And do you recall emails from Rock
3 Fintek setting forth the various contentions about
4 the MedCare gloves?

5 A. Yes. Like whatever I got forwarded --
6 whatever was forwarded to me I was aware of.

7 Q. So it's fair to say that, you know,
8 Mr. Weiner was keeping you updated as to the issues
9 with Rock Fintek, correct?

10 A. Yes.

11 Q. For the most --

12 A. Like I don't know what I don't know. But
13 what I do know, he kept me in the loop. Yeah.

14 Q. And if there are emails that have been
15 produced in this case that are forwarded to you by
16 Mr. Weiner -- the emails from Rock Fintek on which
17 you're not copied but they're forwarded to you by
18 Mr. Weiner, you have no reason to believe you didn't
19 receive those, correct?

20 A. If it has my email address on it, then I
21 would probably receive it.

22 Q. Okay.

23 And do you recall discussing with
24 Mr. Weiner any potential resolutions or settlement
25 proposals with Rock Fintek?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 137

2 A. No.

3 Q. Do you recall being included on a
4 communication with Rock Fintek, Mr. Weiner, and Arik
5 Maimon, Mendel Banon concerning a settlement
6 proposal to Rock Fintek?

7 A. I was included in the email or I was
8 forwarded?

9 Q. Do you remember being included as a blind
10 carbon copy?

11 A. I cannot remember.

12 Q. All right.

13 A. Might have been.

14 Q. Okay.

15 I'm going to show you this email.

16 (Whereupon, an email was marked as
17 Adorama Exhibit 15 for identification, as of
18 this date.)

19 Q. This is an email dated July 14, 2021,
20 produced by Kitchen Winners, Bates number -- well, I
21 can't see the Bates number in the middle of the
22 page. Oh, it's AKW_001948. This is Exhibit 15.

23 Do you recognize this email?

24 A. No. Obviously I was on it, so I might
25 have seen it.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 138

2 Q. You don't remember receiving this email?

3 A. No.

4 Q. Okay.

5 Do you see under paragraph 4b there's a
6 reference to \$200,000 credited to Arik Maimon in
7 full satisfaction of the promissory note, PG and
8 COJ (in the amount of \$200,000 that Arik owes to
9 Kitchen Winners)?

10 Do you see that?

11 A. Yes.

12 Q. Do you know what that refers to?

13 A. No.

14 Q. Okay.

15 Do you recall discussing this
16 settlement proposal with Mr. Weiner?

17 A. No.

18 Q. Do you know if Adorama was going to have
19 any financial contribution to this settlement
20 proposal?

21 A. No. I don't see why it would.

22 Q. Okay.

23 Do you know who Eli Wiener is?

24 A. Eli?

25 Q. **Eli, E-L-I?**

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 139

2 A. No clue.

3 Q. Let me see if you recognize it once you
4 see an email. Actually, before I go there, do you
5 recall around that time frame any wire transfers
6 from Rock Fintek to Adorama being recalled by Rock
7 Fintek?

8 A. I don't think -- I don't think any wire
9 transfer was recalled. Can you recall a wire
10 transfer?

11 Q. I have no idea.

12 A. I don't recall.

13 Q. Okay.

14 (Whereupon, an email was marked as
15 Adorama Exhibit 16 for identification, as of
16 this date.)

17 Q. I have published Adorama 16. It's
18 another email produced by Kitchen Winners dated July
19 28, 2021, 6:43 p.m. It's a two-page document.

20 Do you recognize this email from
21 Mr. Weiner to eliwiener@wecrs.com and it's copying
22 you?

23 A. I don't recall, but I'm seeing it now.
24 Obviously I was copied. I'm not sure what the
25 context is. I don't know who Eli Wiener would be.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 140

2 Q. Sounds like this does not refresh your
3 recollection as to who Eli Wiener is.

4 A. That's correct.

5 Q. Okay. All right.

6 Do you know who Attorney Zaki Tamir is?

7 A. Yes.

8 Q. Who does that attorney represent or has
9 represented?

10 A. He represented me, Adorama, and Kitchen
11 Winners. Because I know like Rock Fintek was
12 threatening that they're going to sue us, they're
13 going to sue Adorama as well, so yeah, he was
14 representing us both.

15 Q. Has Attorney Tamir represented --

16 MR. RAKHUNOV: Strike that.

17 Q. So Attorney Tamir was representing you
18 and Kitchen Winners in connection with disputes to
19 Rock Fintek, correct?

20 A. Yes.

21 Q. Let me show you a document.

22 THE WITNESS: Can you give me two
23 minutes for a bio break?

24 MR. RAKHUNOV: Of course.

25 (Whereupon, there was a pause in the

2 proceeding.)

3 (Whereupon, an email was marked as
4 Adorama Exhibit 17 for identification, as of
5 this date.)

6 Q. So just a few more questions,
7 Mr. Mendlowits. There should be an exhibit up,
8 Adorama 17. It's a two-page document. It doesn't
9 have the attachments enclosed, but it's an email
10 forwarded to you from Hershey Weiner, and it's
11 forwarding an email from Attorney Tamir to
12 arik@nextcommunications.com, ariknext@gmail.com, and
13 another attorney, gnm@amlaw-miami.com, subject \$200k
14 Convertible Loan.

15 Do you see that?

16 A. Yes.

17 Q. Do you know why Mr. Weiner forwarded that
18 email to you?

19 A. No, but maybe because I told him to keep
20 me in the loop, everything that was going on.

21 Q. Does this in any way refresh your
22 recollection as to the loan from Kitchen Winners to
23 Arik Maimon and what happened to that loan?

24 A. No.

25 Q. Okay.

2 For the claims by Rock Fintek against
3 Adorama in this lawsuit, are you aware of any
4 insurance policies or coverage that could be
5 available in the event Rock Fintek obtains a
6 judgment against Adorama?

7 A. Again?

8 Q. Is there any insurance coverage of which
9 you're aware for Rock Fintek's claims against
10 Adorama in this lawsuit?

11 A. Where rock Fintek holds a policy? Or
12 where Adorama holds a policy?

13 Q. Adorama.

14 A. So adorama doesn't hold a policy, but I
15 heard from Kitchen Winners that they hold a policy.

16 Q. What kind of a policy do you understand
17 Kitchen Winners has?

18 A. Like in the case where he doesn't get
19 paid, he can -- he can kind of claim the insurance
20 until a certain amount.

21 Q. Okay.

22 Did he tell you that he has, in fact,
23 made such a claim?

24 A. Yes, I am aware that he made such a
25 claim.

2 Q. Do you know if Kitchen Winners received
3 any payment?

4 A. I don't know.

5 Q. Do you know who the insurance company is?

6 A. No.

7 Q. Okay.

8 I believe you testified earlier, and I
9 just want to make sure I have this correctly, that
10 there's still some outstanding amount that Kitchen
11 Winners owes to Adorama on the Silverwing case,
12 correct?

13 A. That's correct.

14 Q. That transaction?

15 A. That's correct.

16 Q. So are there any claims between Kitchen
17 Winners and Adorama in either direction relating to
18 the business relationship with Rock Fintek?

19 A. Any -- no. Kitchen Winners has paid me
20 in full, capital plus interest.

21 Q. Okay.

22 So you understand that in this lawsuit,
23 Kitchen Winners actually sued Rock Fintek first,
24 claiming certain unpaid amounts?

25 A. Yes.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 144

2 Q. Okay.

3 Does Adorama allege any claim to any
4 alleged underpayments to Kitchen Winners?

5 A. For Rock Fintek?

6 Q. Yes.

7 A. No.

8 Q. Okay.

9 You also testified earlier that
10 Attorney Nussbaum's firm had represented both, you
11 know, Adorama and Kitchen Winners.

12 Are you aware of any conflict waivers
13 or the like that Adorama signed in connection with
14 such representation? That's a yes-or-no question.

15 A. I'm not aware. I don't even know to the
16 extent what it means.

17 Q. Okay.

18 MR. RAKHUNOV: All right. I am done
19 for the day. I appreciate your time.

20 MR. FRISCH: I don't have anything.

21 MR. SPERBER: I have some questions.

22 EXAMINATION BY

23 ALEXANDER SPERBER, ESQ.:

24 Q. Mr. Mendlowits, at the very beginning of
25 the deposition, Mr. Rakhunov asked you about email

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 145

2 addresses that you have.

3 What is your email address?

4 A. It's josephm@adorama.com.

5 Q. Do you have any other email addresses at
6 Adorama?

7 A. I don't.

8 Q. Any email sent to any other email address
9 would not reach you; is that correct?

10 A. Correct.

11 Q. Did you ever speak with Thomas Kato?

12 A. Never ever.

13 Q. Did you ever write to Thomas Kato?

14 A. Never.

15 Q. Did you ever communicate with Thomas
16 Kato?

17 A. Never.

18 Q. Did Adorama ever speak with Thomas Kato?

19 MR. RAKHUNOV: Objection.

20 A. No.

21 Q. Did Adorama ever communicate with Thomas
22 Kato?

23 A. Anyone at Adorama?

24 MR. RAKHUNOV: Objection.

25 A. I would say no. I mean, obviously I

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 146

2 don't know what everyone at Adorama does, but I
3 don't think anyone was aware -- at Adorama has
4 knowledge about this besides my father.

5 Q. Okay.

6 Did you ever speak with Mr. Gilling?

7 A. No.

8 Q. Did you ever communicate with
9 Mr. Gilling?

10 A. No.

11 Q. Did Adorama ever communicate with
12 Mr. Gilling?

13 A. No.

14 Q. Did you ever speak with anyone at Rock
15 Fintek?

16 A. No.

17 Q. Did you ever communicate with anyone at
18 Rock Fintek?

19 A. No.

20 Q. Did anyone at Adorama ever communicate
21 with anyone at Rock Fintek, to your knowledge?

22 MR. RAKHUNOV: Objection.

23 A. No.

24 Q. Did you make any representations or
25 warranties to anyone at Rock Fintek?

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 147

2 MR. RAKHUNOV: Objection.

3 A. No.

4 Q. Did you ever tell anyone at Rock Fintek
5 to make payments to Adorama?

6 MR. RAKHUNOV: Objection.

7 A. No.

8 Q. Did you ever speak with Arik Maimon?

9 A. No.

10 Q. Did you ever communicate with Arik
11 Maimon?

12 A. No.

13 Q. Did Adorama ever communicate with Arik
14 Maimon?

15 MR. RAKHUNOV: Objection.

16 A. No.

17 Q. Do you know why Rock Fintek made payments
18 to Adorama beyond the initial deposit listed in the
19 contract discussed earlier?

20 MR. RAKHUNOV: Objection.

21 A. No.

22 Q. But, again, if Rock Fintek chose to make
23 payments to Adorama, that was not because Adorama
24 told them to do so, correct?

25 MR. RAKHUNOV: Objection.

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 148

2 A. That's correct.

3 MR. SPERBER: Those are my questions.

4 MR. FRISCH: Let me ask three
5 questions.

6 EXAMINATION BY

7 AVRAM E. FRISCH, ESQ.:

8 Q. You testified earlier you had never met
9 Joel Stern?

10 A. That's correct.

11 Q. Did you ever speak to anybody working on
12 behalf of JNS?

13 A. No.

14 Q. And you said you had one conversation
15 with Mr. Stern when this case was commenced?

16 A. Correct.

17 Q. And you have never spoken with me?

18 A. Correct.

19 Q. And you don't know anything about the --
20 do you know anything about the supply of gloves that
21 Joel Stern possessed or JNS?

22 (Continued on the next page to
23 include the jurat and signature line.)

24

25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 149

2 A. No.

3 MR. FRISCH: Thank you.

4 THE COURT REPORTER: Is anyone ordering
5 a copy of the transcript?

6 MR. SPERBER: I will order.

7 (Whereupon, the within examination was
8 concluded. Time Noted, 3:30 P.M.)

9

10 STATE OF NEW YORK)

11) SS.:

12 COUNTY OF)

13

14 I have read the foregoing record of my testimony
15 taken at the time and place noted in the heading
16 hereof and I do hereby acknowledge it to be a true
17 and correct transcript of same.

18

19

20

JOEL MENDLOWITS

21 Subscribed and sworn to before me

22 on this _____ day of _____, 2023.

23

24

NOTARY PUBLIC

25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Mendlowits on 10/26/2023

Page 150

2 C E R T I F I C A T E

3

4 I, Melissa Leonetti, RPR, a Notary
5 Public of the State of New York, do hereby certify:

6 That the testimony in the within proceeding was
7 held before me at the aforesaid time and place.
8 That said witness was duly affirmed before the
9 commencement of the testimony, and that the
10 testimony was taken stenographically by me, then
11 transcribed under my supervision, and that the
12 within transcript is a true record of the testimony
13 of said witness.

14 I further certify that I am not related
15 to any of the parties to this action by blood or
16 marriage, that I am not interested directly or
17 indirectly in the matter in controversy, nor am I in
18 the employ of any of the counsel.

19 IN WITNESS WHEREOF, I have hereunto
20 signed this 3rd day of November, 2023.

21

22

23

24 Melissa Leonetti

25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.**Joseph Mendlowits on 10/26/2023****Index: \$5..case**

Exhibits	5:0 28:0 129:0	7	arrangement 99:25
MendlowitsJ-1 5:0 22:0 28:0	MendlowitsJ-14 5:0 132:0 134:0	7 93:25	assure 37:25
MendlowitsJ-2 5:0 44:0 45:0 46:0	MendlowitsJ-15 6:0 137:0	A	attention 115:25
MendlowitsJ-3 5:0 49:0	MendlowitsJ-16 6:0 139:0	abhorrent 114:25	attorney 86:25
MendlowitsJ-4 5:0 66:0 71:0 72:0	MendlowitsJ-17 6:0 115:0 141:0	account 97:25	aware 106:25
MendlowitsJ-5 5:0 23:0 74:0	\$ \$5 61:25	acknowledge 149:15	B
MendlowitsJ-6 5:0 84:25 85:0	1 1.5 131:25	address 73:25	back 10:25
MendlowitsJ-7 5:0 93:25	1.7 131:25 100 27:25	Adorama 20:25 40:25 67:25 72:25 84:25 89:25 93:25 99:25 103:25	bank 95:25 97:25
MendlowitsJ-8 5:0 109:0 110:0	15 20:25	Adorama's 56:25	basically 30:25
MendlowitsJ-9 5:0 113:0	2 2023 149:21	agreement 40:25 80:25 81:25 83:25 104:25	behalf 64:25
MendlowitsJ-10 5:0 121:0	3	allegations 15:25	behavior 114:25
MendlowitsJ-11 5:0 123:0	3:30 149:7		bought 120:25
MendlowitsJ-12 5:0 126:0	6		boxes 110:25
MendlowitsJ-13 6 84:25			business 60:25 100:25
			C
			calculate 59:25
			call 16:25
			calls 91:25
			case 10:25

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.**Joseph Mendlowits on 10/26/2023 ex: chemo-rated..indemnification**

12:25	credit 81:25	employees	
24:25		35:25	G
chemo-rated	D	equals 59:25	gave 54:25
125:25	date 109:25	equipment	glove 125:25
claim 142:25	123:25	46:25	133:25
communicate	dates 11:25	estate 21:25	gloves 38:25
90:25	day 149:21	exact 11:25	111:25
communications	deposition	examination	127:25
92:25	144:25	149:6	guess 25:25
106:25	describe	exchange	39:25
company	56:25	26:25	51:25
34:25	document	Exhibit	H
concluded	68:25	84:25	
149:7	documents	93:25	heading
conference	25:25		149:14
132:25	26:25	F	hereof
connected	drafting	financial	149:15
16:25	79:25	47:25	Hershey
context	Dynarex	find 42:25	117:25
139:25	118:25	Fintek 63:25	high 19:25
contracts		87:25	hold 112:25
37:25	E	131:25	hoped 112:25
copy 149:4	E-L-I 138:25	136:25	
correct	easily 42:25	146:25	I
38:25	education	foregoing	idea 71:25
89:25	19:25	149:13	identification
149:16	Eli 138:25	FRISCH 149:2	93:25
count 110:25	139:25	front 49:25	indemnificatio
COUNTY	email 124:25	full 110:25	n 78:25
149:11	144:25	funds 63:25	
couple 77:25	emails 8:25		
COURT 149:3			

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.**Joseph Mendlowits on 10/26/2023****Index: JOEL..relationship**

	114:25	101:25	
J		partner	Q
JOEL 149:19	N	70:25	quality
	NOTARY	pause 65:25	111:25
K	149:24	140:25	question
Kitchen	noted 149:7,	payments	39:25
56:25	14	103:25	questions
60:25		105:25	77:25
81:25	O	personal	quick 58:25
99:25		50:25	
116:25	Objection	phone 91:25	R
117:25	147:25	phones 18:25	Rakhunov
	officer	place 149:14	144:25
L	36:25	position	147:25
law 24:25	official	118:25	read 149:13
lawsuit	19:25	possession	real 21:25
15:25	36:25	68:25	reason
loaned 61:25	order 149:5	private	104:25
looked 24:25	ordering	34:25	recall
	149:3	procurement	121:25
M	oversee	70:25	recollection
made 105:25	29:25	proposals	85:25
meaning	P	136:25	record
64:25	P.M. 149:7	proposed	149:13
Medcare	paid 95:25	85:25	refusing
111:25	paragraph	PUBLIC	114:25
127:25	101:25	149:24	relates
MENDLOWITS	104:25	purchase	98:25
149:19	115:25	40:25	relation
million	part 98:25	purchaser	86:25
61:25	parties	97:25	133:25
money 64:25	82:25		relationship

KITCHEN WINNERS NY INC.,ET AL. -against- ROCK FINTEK LLC, ET AL.**Joseph Mendlowits on 10/26/2023****Index: relying..YORK**

56:25	seller 38:25		131:25
100:25	shipped	T	video 28:25
relying	131:25	talked 88:25	
117:25	show 121:25	terms 79:25	W
remember	signatory	testimony	wanted
108:25	40:25	149:13	112:25
REPORTER	signed 72:25	text 90:25	warrantees
149:3	Silverwing	time 149:7,	146:25
reporting	62:25	14	Weiner
47:25	sir 49:25	title 36:25	117:25
represented	sold 127:25	top 69:25	128:25
110:25	sources	75:25	134:25
required	120:25	113:25	Wiener
105:25	space 28:25	transaction	139:25
residency	specific	85:25	Winners
50:25	125:25	transactions	60:25
return	SPERBER	133:25	81:25
114:25	45:25	transcript	99:25
reviewing	149:5	149:4,16	116:25
25:25	ss 149:10	transfer	117:25
Rock 63:25	started	103:25	wire 103:25
87:25	10:25	true 149:15	witness's
131:25	52:25		115:25
133:25	STATE 149:9	U	word 35:25
136:25	store 48:25	understand	worked 20:25
146:25	stuff 21:25	61:25	Y
roughly	Subscribed	updated	Yidi's
20:25	149:20	100:25	118:25
s	sworn 149:20	V	YORK 149:9
sales 40:25		versus	
secular			
19:25			